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The Solicitors' Journal.

LONDON, MAY 29, 1869.

WE PRINT this week three bills of costs under the Parliamentary Elections Act, 1868, as taxed pursuant to the Act. Our readers will find these taxed bills useful as precedents.

In Ireland it has just been decided by the Court of Common Pleas (Monahan, C.J., Keogh, Morris, and Lawson, J.J.), that the Court has jurisdiction to review the taxation of its taxing-master as to the costs of an election petition. This was in the matter of the *Drogheda petition*, in which case, as well as in the *Londonderry case*, the Court made an affirmative order on an application to review the master's taxation.

IT IS WELL SETTLED that the Court of Chancery has jurisdiction to restrain an application to Parliament. It was, indeed, argued in some of the earlier cases that to grant such an injunction would be to impose a restraint on Parliament itself. A similar argument was urged many years previously, before the celebrated case under Lord Ellesmere had settled the jurisdiction of the Court of Chancery to restrain actions at law. The reply is obvious,—that the Court, in imposing such restraint, acts purely *in personam*. It does not interfere with the other tribunal, but restrains the individual from resorting thither. Actions at law are very commonly restrained by the Chancery judges; but as to the applications to Parliament, although successive Lord Chancellors have one and all asserted the jurisdiction, they have declined to define the circumstances under which it should be exercised. So much so that when account is taken of the many cases in which the Court has refused the injunction, it is scarcely possible to imagine circumstances under which it would be granted. It has been settled, for instance, that the Court will not restrain an application to Parliament, even at the instance of a person with whom the defendant had expressly contracted *not* to apply to Parliament for the purpose in question. This was decided by the present Lord Hatherley, when Vice-Chancellor, in *Lancaster and Carlisle Railway Company v. North-Western Railway Company*, 4 W. R. 220, 2 K. & J. 303. And Lord Cottenham, in an earlier case (*Heathcote v. North Staffordshire Railway Company*, 2 M. & G. 109), said that such an injunction cannot be granted on the ground that the Act applied for would interfere with existing rights, since its very object is to do so. The case of an application in the face of a covenant not to apply is a strong one. Yet even here the Court has concluded that the master should be left for the decision of Parliament itself.

Up to the decision of Vice-Chancellor Stuart last Thursday, in the *London, Chatham, and Dover case*, the last instance in which such an injunction was applied for was in *Steele v. The North Metropolitan Railway Company*, 15 W. R. 9, in which Lord Chelmsford showed no more encouragement than any of his predecessors. Vice-Chancellor Stuart, however, in the late case just referred to, has granted an injunction restraining the directors of the London, Chatham, and Dover Railway Company from further proceeding with the bill now before

Parliament for referring this company's affairs to the arbitration of Lord Salisbury and Lord Cairns. This decision is the more singular since the bill in question had actually passed the Commons and was pending before the House of Lords. Now in *Attorney-General v. Manchester and Leeds Railway Company*, 1 Rail. Ca. 436, Lord Cottenham decided the very point. That was about as strong a case as can well be imagined, for the interference of the Court. The company were defendants to an injunction bill praying that they might be restrained from proceeding with certain works. They obtained from the Lord Chancellor leave to complete the works, upon giving an undertaking that the Lord Chancellor should be at liberty to deal with the works after completion just as he could have done before it: they then, behind the backs both of the Court and the plaintiffs, applied to Parliament to absolve them from this undertaking. Yet Lord Cottenham, though disapproving in the highest degree of such conduct, declined to grant an injunction, on the ground that when the petition had actually been presented, and either House had entertained the bill, "it became the act of the House and not the act of the party."

With the merits of the London, Chatham, and Dover Bill now pending we have no concern beyond a desire to see this unhappy company relieved from its burthen of litigation; we have nothing to do with anything but the legal merits of Vice-Chancellor Stuart's decision. He considered the bill a very pernicious one for the shareholders. It may or may not be, but to make that a ground for restraining the directors from prosecuting it before Parliament is quite counter to the principle laid down in the cases we have cited, as well as in others, of leaving Parliament to decide on the fairness or expediency of the measure. Besides which the case last referred to, of *Attorney-General v. Manchester and Leeds Railway Company*, is a direct authority ruling that the Court cannot interfere when once the bill has been entertained.

WE HAVE ALLUDED more than once to Mr. Denman's Law of Evidence Further Amendment Bill, but are induced to return to the subject inasmuch as it is beginning to excite considerable interest in the profession. Mr. Denman desires to make the parties to an action for breach of promise of marriage competent and compellable witnesses. To this there is no objection. But when he goes a step further, and desires to make the parties to any proceeding instituted in consequence of adultery, and the husbands and wives of such parties, competent and compellable witnesses, it appears, to say the least, doubtful whether such an alteration in the existing law is not too sweeping. That the present rule is anomalous, and that it needs amendment, are facts which are palpable; but the question presents itself whether Mr. Denman's remedy is not worse than the disease. The Attorney-General, during the debate on the second reading, said: "There might be some objections to the admissibility of parties to a suit on adultery which might not apply with the same force to other suits, but still the principle was the same, and it was a mere question of degree." The framers of the Act of 1851 were evidently of a different opinion to the Attorney-General; otherwise why, in removing the disability of parties to the record in all other cases, did they retain the disability by section 4 in those two cases in which Mr. Denman now seeks to remove it? The fact is that, although it may be highly desirable that an innocent person charged with adultery should be competent to deny that charge on oath, it is by no means equally desirable that a person guilty of adultery should be compellable to admit it on oath. The case of *Cooper v. Lloyd* (6 C. B. N. S. 519) affords an instructive commentary on the bill. There a husband, being sued for necessities supplied to his wife, pleaded her previous adultery as a defence to the action. The wife was called and admitted the adultery. A verdict was given for the defendant, the

husband, and a rule to set it aside was refused. If a wife is a competent and compellable witness to prove her own adultery in actions where her husband is a party, why should she not be so in suits for a divorce instituted by him against her, and *vice versa*? *Per contra* there are two considerations to be taken into account, first that the present bad effect of the Divorce Court upon public morality would be increased ten-fold by the parties to any divorce suit being, as they would be, interrogated and compelled to disclose the facts relating to the alleged adultery. Secondly, that an adulterer or adultress would be very much tempted to commit perjury, in order to screen the partner in guilt.

Taking a suppositious case: a husband sues for a divorce and claims heavy damages from the co-respondent. He has a weak case, but the evidence of the wife or of the co-respondent would turn the scale. The temptation to the co-respondent to deny the adultery would be strong, and that of the wife to do the same almost equally strong. It appear to us, as we previously stated,* that a middle course is the one which should be adopted—*i.e.*, the parties should be made competent, but not compellable witnesses. If innocent they would then be competent to assert their innocence on oath. If guilty they would not be compelled to be their own accusers.

It is noticeable, by the way, that Mr. Denman's bill does not propose to interfere with section 3 of the Act of 1851, by which neither husband nor wife is compellable to disclose any communication whatsoever made to him or her by the other during marriage.

THE COURT OF QUEEN'S BENCH decided last Tuesday, in *Hartman v. Osbeck*, a point of considerable general importance as to the doctrine of estoppel in *pais*. A bill of exchange drawn upon the defendant was duly presented for acceptance by the plaintiff in August. The bill was accepted by a clerk of the defendant's *per proc.*, but in fact without authority. The defendant did not become aware of the acceptance until September. In November he wrote to the plaintiff, who never parted with the bill, and repudiated any liability upon it. The bill became due in December. It was admitted that as the acceptance was *per proc.* the plaintiff was originally bound to ascertain that the clerk had authority to accept, but it was argued that as the defendant had remained silent from September, when he knew of the bill, until November, he was then estopped from denying his liability. It was held that he was not estopped, as it was not shown that the plaintiff had in any way altered his position in consequence of the defendant's silence.

It may probably be safely assumed that if the plaintiff had acted on the supposition that the defendant assented to his liability, and had thereby altered his position, the defendant would then have been held liable upon the bill. This case, therefore, illustrates very well the limit to the doctrine of estoppel in *pais* as applied to cases of this sort, the rule being that "if a man so conducts himself that a reasonable person would infer that a certain state of things exists, and acts on inference, he shall be afterwards estopped from denying that such a state of things did exist."

IN THE LAST REVISION of the County Court Rules a new rule was introduced which, if generally acted upon, will tend to prevent judgment debtors from evading service of judgment summonses. The old rules did not allow the costs of unserved judgment summons to be charged to the defendant, and the consequence was that a certain disreputable class of debtors, who had no visible goods, or had them protected by bill of sale, continued to evade their liabilities for months, simply by avoiding personal interviews with county court bailiffs. It was not uncommon for a plaintiff to be put to the expense of half-

a-dozen judgment summonses before the defendant could be served, and many a plaintiff has given up his debt in despair while he knew the defendant had ample means of paying. Under the new rules (No. 136) the judge is empowered to add the costs of unserved judgment summonses to the previous costs, if he is satisfied as to the defendant having intentionally avoided service. A case came before Mr. Pitt Taylor at the Lambeth County Court this week, strongly illustrative of the necessity for this power. It appears that a sheriff's officer was sued at that court some months ago, and judgment given against him. The defendant afterwards evaded service of numerous judgment summonses, until the plaintiff applied to the Court to have an officer specially appointed to effect service, that duty having to be performed in another district. The learned judge granted the application, the defendant was at once served, and at the hearing on Tuesday he was committed for non-payment, having sufficient means and ability to pay, and all the costs of the unserved summonses were ordered to be included in the *ca. sa.*

BY THE TRIAL of the North Norfolk election petition the original list of petitions arising out of the general election has been disposed of. There remains now on the list only the petition recently presented relating to the election recently held for Brecon, after the members returned at the general election have been unseated on petition. A statement showing how the list has been disposed of will be found in another part of the journal, from which it appears that Baron Martin and Mr. Justice Blackburn have each tried petitions relating to fourteen returns, and Mr. Justice Willes to ten. Of these Baron Martin has declared four returns void and ten valid, Mr. Justice Willes two void and eight valid, Mr. Justice Blackburn seven void and seven valid. We have had occasion from time to time to comment on the various decisions, and although, perhaps, it is difficult to point out any particular decision which can be called wrong, yet undoubtedly the somewhat severer judgments of Mr. Justice Blackburn have commanded more confidence than the more lenient ones of the other judges. Of course the facts in each particular case varied so much that the analysis of results we have given does not necessarily show any discrepancy between the views of the various judges. Still undoubtedly the views they have expressed from time to time would lead us to suppose that the proportion of members seated to those unseated by each would be much what the return shows.

North Norfolk was one of the few county petitions tried out. It resulted, however, in the members being declared duly elected. Probably the petitioners relied principally upon the character of Sir E. Lacon's former connection with Yarmouth, and the fact that he and his colleague had obtained their majority to a great extent by votes in the Yarmouth polling district. No bribery was, however, proved.

The cases principally relied on were cases of treating by giving breakfasts, luncheons, or dinners, which obviously came close upon the border line between corrupt treating and legitimate hospitality. The judge seems to have held that hospitality by landlords to their tenants or by clergymen to their parishioners, even where the landlords or clergymen were taking an active part in canvassing on one side, and doing so to the knowledge of the candidates or their regularly authorised agents did not invalidate the election. This would depend partly upon the question of corrupt intention and partly on that of agency. There is no doubt that there is a substantial difference between such cases as these and the sort of treating that takes place in boroughs. Before it can be decided that hospitality is corruptly bestowed, it must appear clearly that there is no other reasonable view to take of the entertainer's intention than that it was to gain votes. And where the entertainer and entertained stand in such a position

* *Ante* p. 514.

to each other that some amount of hospitality is not uncommonly exercised on any occasion which especially brings them together, as certainly is the case in country districts with landlords and their tenants and clergymen and their parishioners, it is impossible to say that the intention must be corrupt.

Another charge relied on by the petitioners in North Norfolk was that of employing persons formerly declared guilty of corruption at Yarmouth. The words of the section (31 & 32 Vict. c. 125, s. 44) upon which this charge was based, relate to cases where a candidate "personally engages" such a person as agent. Although some persons "scheduled" by the Yarmouth commissioners had acted to some extent as agents for Sir E. Lacon in North Norfolk, so that probably if any corrupt practice had been brought home to them it would have invalidated the election, yet it was clear that they could not be said to have been personally engaged. It is clear that the section relates to agents with express authority rather than to persons who are only agents by having some implied authority.

WE DESIRE TO DRAW the reader's attention to a paper printed in another column, in which the Incorporated Law Society of Liverpool ably and earnestly advocate the superior merits of the Carey-street site for the New Law Courts. It is satisfactory to find that the solicitors of the north have thus seconded the views of their brethren of the metropolis, and their effort will carry weight with it. We may add that we have found a very marked unanimity in the profession, whether barristers or attorneys, that if the expense of the courts is to be reduced, as Mr. Lowe says it must be, the courts should be forthwith erected on the reduced scale upon the site already prepared.

OUR READERS will bear in mind that the anniversary dinner of the Solicitors' Benevolent Association takes place at Willis's Rooms on Wednesday, June 9th, at half-past six o'clock, Lord Justice Selwyn in the chair. The excellent objects of this society, and the praiseworthy manner in which they are carried out, are so well known as to need no advocacy on our part. We trust that Sir Charles Selwyn will be well supported, and that the funds of the society will receive a handsome accession. In these days, when there are so many troublesome doubts besetting the question—How can I bestow my mite so that it may effect the greatest amount of good?—it is gratifying to meet with a society the working of which is thoroughly satisfactory.

A DEPUTATION from the Incorporated Law Society, consisting of Mr. J. H. Bolton, the president; Mr. E. Lawrence, the vice-president; Mr. W. Strickland Cookson, Mr. Wm. Williams, and Mr. John Young, members of the Council; Mr. E. W. Williamson, the secretary; and Mr. Theodore Waterhouse, had an interview with the Chancellor of the Exchequer and Mr. Layard on Thursday last, with the object of showing the superiority of the Carey-street site over the Howard-street site for the new Law Courts, and the smaller amount required for their erection on the first-named site.

The deputation was accompanied by Sir R. Palmer, M.P., Mr. Goldney, M.P., and Mr. G. B. Gregory, M.P.

ON TWO RECENT DECISIONS UNDER 13 ELIZ. CAP. 5.

The cases we refer to, *Ware v. Gardiner*, 17 W. R. 439, and *Reese River Company v. Atwell*, *ib.* 601, have about them nothing of novelty. They are of a very common type indeed, and this is the reason why we offer the following remarks upon them, thinking, as we do, that they illustrate the doctrines acted on by the Court of Chancery at the present day upon a question which is and always will be one of considerable interest. Both cases exhibit the common instance of a man who is not

in difficulties at the time, but presumably thinks that he may soon become so, placing his property beyond his own reach, and, as he fondly supposes, beyond the reach of his creditors also, by means of a voluntary settlement upon his family, and afterwards finding out, when he does get into difficulties, that an Act was passed about 300 years ago to meet the very state of things of which his own is the latest instance.

In the case of the *Reese River Company v. Atwell* the settlement was made in the interval between the taking out of a summons in the matter of the plaintiff company and the hearing of the same, which resulted in the settlor being ordered to pay £6,000 to the official liquidator. This settlement transferred the whole of the settlor's property, with some trifling exceptions, to trustees for the benefit of his children and grandchildren, reserving to the settlor, however, such payments out of the income as the trustees might think fit to make during the settlor's lifetime. [In our report of the case, p. 601, the word "order," which occurs in the right-hand column, line 4 from top, should apparently be "indenture."] In the other case, *Ware v. Gardiner*, a builder, being perfectly solvent at the time, made over his real and personal property, including his stock-in-trade, to trustees for his wife for life, and his children after her death, with a proviso that the stock-in-trade should remain under his control during his life. He afterwards fell into difficulties, and ultimately became bankrupt. In both cases the settlements were declared void as against the creditors, whose claims they were calculated to delay.

The case of the *Reese River Company v. Atwell* strongly resembles *Barling v. Bishop*, 8 W. R. 631, which was much relied on for the plaintiff. There, after notice of trial in an action of trespass, the defendant made a voluntary assignment of his property in favour of his daughter. The action was tried, and went against him, and he was cast in substantial damages. He had not the wherewithal to pay them, and took the benefit of the Insolvent Act. In this case also the assignment was declared void.

The question in this class of cases is wholly one of intention. The only thing the Court has to consider is, whether the object was to delay, hinder, or defraud the creditors present or *in futuro*. Whatever precise meaning may be attached to the expression "creditors and others" in the statute, it is well settled that future creditors are entitled to the benefit of the Act equally with creditors at the date of the deed, even if the meaning of the words "and others" be not "persons who are not creditors now, but will become so hereafter," as we submit the true meaning of these words to be. Lord Hardwicke's ruling, in *Stileman v. Ashdown*, 2 Atk. 481, has remained law to this day, that a man need not be actually indebted at the date of the settlement in order to make it voidable; and that if he make a settlement with a view to being indebted at some future time, that is equally voidable. As we have already said, the intention is everything. In the case of the *Reese River Company v. Atwell* the official liquidator, who was the real plaintiff, found, when he came to be paid what the defendant had been ordered by the Court to pay, that his debtor had divested himself of his entire property, reserving to himself so much of the income as the trustees might think fit to give him. Could a clearer case be conceived than this of a settlement delaying and hindering—we will not say defrauding—the creditor? *Ware v. Gardiner* was not so strong a case, there being no reservation of any benefit to the settlor, who was to have the management, and not the profits, of his own business, which were given to the settlor's wife for her separate use. The absence of any reservation to the settlor of any benefit may give a look of *bona fides* to an arrangement of this nature; but even then the question of intention must be raised; and who can suppose that a man, and he a trader, would part with the profits of his business, but retain the management of

it (the latter proviso showing that the deed was not the disposition of a dying man to save probate duty), unless with the object of delaying the creditor, which, in the events which happened, the law attributed to the deed?

The Reese River Company's bill prayed that the deed might be declared void as against the plaintiffs. Exception was taken to this, and to the fact that the plaintiffs did not state themselves to be suing on behalf of all the creditors of the settlor. As a matter of fact, it would appear from the settlor's answer that there were no other creditors, but as the Court gave leave to amend in that respect, no more need be said on this point, which is after all merely one of form. We see, however, no objection to a single creditor suing by himself if he chooses to do so. He is empowered to do so by the Act (section 2). If he succeeds, then all the other creditors come in *pari passu* with himself, so that he can gain nothing by suing singly.

To pray that the deed may be delivered up to be cancelled is clearly wrong. It must not be forgotten that these deeds are good against the settlor himself and all claiming through him. The only person who can impeach them is a creditor, and he only so far as the payment of the settlor's debts is delayed by the existence of the deed. All that the creditors can get in a suit of this description is a declaration that the deed is void as against them, and an order for the trustees to concur in all necessary acts for making the property comprised in the deed available for the satisfaction of the creditors' claims thereon (*Bott v. Smith*, 8 W. R. 631.) If the creditors want the estate administered they must take other proceedings.

A more noteworthy feature in the case of the *Reese River Company v. Atwell* was the argument that a creditor must have some lien on the property before he can have a decree. In other words, that the creditor must have pursued his remedies in the shape of getting judgments, charging orders, and the like, up to the point where he is stopped by the settlement before he can maintain the suit. This argument, however, was overruled by the Master of the Rolls. If tenable, it would lead to the result that only the "very creditor"—i.e., the creditor who has put himself in a position to obtain instant execution—could maintain a suit of this description. This argument cannot, however, be deduced from the words of the statute. Some colour is given to it by the *dictum* of Lord Thurlow in *Colman v. Croker* (1 Ves. Jun. 160), that a creditor must put himself into a situation to complain by getting judgment for his debt. It is, however, not now necessary that a creditor should do so. Why should he, when the words of the statute are simply "creditors and others." All that is necessary is that he should show that he is a creditor, whether by simple contract or otherwise does not matter. If he be a judgment creditor, his judgment proves that he is entitled to maintain the suit: if he be only a creditor by simple contract the proof will be of a different kind, but equally efficacious. It was held that a creditor might maintain a suit to set aside a voluntary assignment of shares in a company without first obtaining a charging order (*Goldsmith v. Russell*, 1 M.N. & G. 364), but on the ground that no charging order could have been obtained, inasmuch as the stock was neither standing in the debtor's name nor in the name of any body in trust for him. This was a special ground, and does not conclude the point. The opinion of the Master of the Rolls in *Reese River Company v. Atwell* must be taken as conclusive that no charging order in the case of shares, or similar perfecting of a debt in the case of other property, is a necessary preliminary to the institution of the suit.

The plaintiff, if successful, is, of course, entitled to receive his costs. These will come out of the property comprised in the settlement, which will therefore be avoided to the extent of the debts and the costs of the suit; but no further or otherwise: *Spirrett v. Willows* (13 W. R. 329), where the declaration was that the deed was fraudulent and void as against the plaintiff, and

that the property comprised in it was applicable in payment of the plaintiff's debt and interest, and the costs of the suit. In *Adames v. Hallett* (L. R. Eq. 472, 16 W. R. Ch. Dig. 99), the Vice-Chancellor Giffard "declined to make a declaration in the foregoing form, as there might be other debts; but he would give the plaintiffs priority as regarded their costs of suit: the deed must be declared void as against all the creditors"—an authority in favour of the proposition that one creditor may sue, but can only have the benefit of the decree *pari passu* with all other creditors. *Adames v. Hallett*, it will be remembered, decided that a creditor under a voluntary *post obit* bond was as much entitled to the benefit of the statute of Elizabeth as any other creditor—a decision somewhat startling at first sight, but grounded, as the Vice-Chancellor remarked, on the fact that, when you consider the statute in a suit of this description you look at what the legal rights of the parties are; and beyond all doubt in a court of law a debt of this kind would be a perfectly good debt.

With regard to the defendants' costs of suit, no uniform rule can be deduced from the authorities. In *Elsey v. Cox*, 26 Beav. 95, on setting aside a voluntary settlement as void against the creditors, Lord Romilly, M.R., held that the utmost the Court could do was to make the decree against the defendants without costs. The defendants, besides the settlor, were his wife and infant child, who were the beneficiaries, and the trustees; and the ground of the decision was that they took under a person who had committed a fraud. In *Goldsmith v. Russell*, however, the Lord Chancellor gave all the defendants other than the settlor their costs. Apart from the decision in the latter case being that of an appellate court, we are disposed to think that as a general rule the ends of justice will be satisfied in cases of this description by giving the defendants other than the settlor, who will in most cases be the trustees and objects of his bounty, their costs of suit out of the settled property, but not in priority to the creditors, as is the rule according to *Adames v. Hallett*, with regard to the plaintiff's costs of suit, which are payable in preference to the debts out of the property comprised in the settlement.

RECENT DECISIONS.

EQUITY.

SUIT BY OFFICIAL LIQUIDATOR.

Gray v. Harvey Lewis, V.C.M., 17 W. R. 431.

We do not desire to enter into the merits of this case, the decision in which is said to be under appeal. But irrespective of the merits of the case there was a formal objection taken to the constitution of the suit, which it seems worth while to notice. The objection was that the bill was filed after the order to wind up the company was made, and therefore that the official liquidator, and not a shareholder suing on behalf of all the shareholders was the only proper plaintiff. It is true that under the Companies Act, 1862, s. 95, the official liquidator has power, with the sanction of the Court, to bring or defend any action, suit, or prosecution, or other legal proceedings, civil or criminal, in the name and on behalf of the company; but that leaves it in the discretion of the official liquidator to sue or not, as he pleases; and there is no means provided for individual shareholders of setting him in motion. If, therefore, individual shareholders were not permitted to sue in these cases there might be failures of justice, either from the indolence or complicity of the official liquidator, or his non-existence during the time which intervenes between the winding-up order and his appointment; added to which the appointment of that official is, it seems, discretionary with the Court (section 92). But apart from this is the consideration that the official liquidator represents the company, and not the individuals who compose it; and there is no doubt that in cases where the acts com-

plained of are *ultra vires*, as in the present case, a shareholder can maintain a suit on behalf of himself and his fellow shareholders as well after the winding-up order as before it. The circumstance of such order having been made does not affect his right to sue in the least degree, and the only difference will be that in the former case the official liquidator, and in the latter case the company, will be necessary parties.

COMMON LAW.

TRAIN OVERSHOOTING PLATFORM — NEGLIGENCE — EVIDENCE.

Siner and Wife v. The Great-Western Railway Company, Ex. Ch. 17 W. R. 417.

This was one of those actions against a railway company for negligence which have been so very numerous of late years, and it has qualified, if it has not overruled, a decision of the Court of Common Pleas given not long ago on facts almost precisely similar. In *Siner v. The Great Western Railway Company*, the female plaintiff was a passenger by a train which was longer than the platform of the station for which she had taken her ticket. The carriage she was in stopped beyond the platform. She jumped out of the carriage on to the ground, and in doing so sprained her knee. The Court of Exchequer Chamber held (Keating, J., dissenting), affirming the judgment of the Court of Exchequer, that there was no evidence of negligence to go to the jury.

In *Foy v. The London, Brighton, &c., Railway Company* the facts were similar to those of *Siner's case*, except that in the former a porter invited the plaintiff to descend. *Foy's case*, however, has not been followed, and although there is the slight distinction that there was an invitation to descend in one and not in the other case, the authority of *Foy's case* must be much weakened, if not altogether overthrown, by this subsequent decision of a Court of Appeal. Indeed, Hannen, J., in his judgment in *Siner's case*, says that if *Foy v. The London, Brighton, &c., Railway Company* conflicts with the view taken in *Siner's case*, "I think it was incorrect, and sitting in a court of error I feel free from its authority."

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, May 27, 1869.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. J.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
3	1	6	3	14	1	3	0	11	0	10	0

MASTER OF THE ROLLS.

May 26.—*Re James Gray, Ex parte The Incorporated Law Society.*

This was an application of the Incorporated Law Society, requiring the Court to investigate and pronounce its opinion on the conduct of one of the solicitors of the Court. The charges were: first, that he filed a bill in the name of a person as plaintiff whom he had never seen, and whose consent or retainer he had never obtained. The second was, that he allowed his client, a person of the name of Moston, to make an affidavit in which he swore to a false date, known to be such both to the client and his solicitor.

The bill was filed in the name of a Mr. Gingell, who was Moston's assignee in bankruptcy, for the specific performance of a contract: and the affidavit containing the false date was made in the suit. The bill was dismissed with costs, which Gingell, not having obtained the leave of the Court under section 164 of the Bankruptcy Law Consolidation Act, 1849, became personally liable to pay, and did pay, with the aid of a friend. He sued Gray for damages; the action

was compromised, Gray consenting to a verdict to pay £105. The money was not paid. On attempting to levy execution on the goods of Gray the sheriff's officer was met by a bill of sale; and Gingell was afterwards asked to execute a composition deed and take 2s. in the pound. Gray's defence was that he was misled by Moston, who assured him that Gingell had promised to sign the retainer.

ROMILLY, M.R., said—With regard to the false statement in the affidavit; everyone acquainted with Chancery proceedings knows how much, especially in cases of injunction, depends on time and diligence; and consequently the importance of accuracy in dates. Considering the enormous mass of affidavit evidence which the courts of equity have to deal with, it would be impossible to proceed with safety were it not that the body of solicitors most carefully investigate, and as far as possible, correct the statements of their clients on these points, and inadvertence or forgetfulness could not be set up as an excuse in a case like the present.

With regard to the question of a retainer being necessary his Lordship said:—

"As long as the system continues which makes it impossible, or nearly so, for the parties to a cause to appear in person in the conduct of the cause in which they are engaged, the Court is obliged to rely on the representation of a solicitor that he has the retainer of a client in whose name he files a bill. And fortunately, such is the honour of solicitors, that it is the rarest of things that the fact of the retainer is in question.

The extent of a retainer is not unfrequently discussed in cases of taxation; but the fact of a bill being filed in the absence of any retainer whatever I do not remember to have heard before. If it was necessary to investigate the existence of an authority to file the bill before the suit could proceed, irreparable injury might arise in a variety of cases. It is therefore the duty of every solicitor to make himself certain on this point. Lord Langdale was of opinion that no bill ought to be filed without a written retainer; but unquestionably if it be not a written retainer there must be an authority to institute the suit communicated expressly by the client to the solicitor without any immediate agency."

His Lordship then sentenced Mr. Gray to be suspended for a period of ten years, but would be ready to diminish the severity of the sentence if he found that some proper reparation had been made to Mr. Gingell. His Lordship concluded by expressing his sense of the obligation which the profession of the law, judges, barristers, and attorneys, as well as the public generally, owe to the Incorporated Law Society, who, by their conduct on that as on other occasions, had done all that lay in their power to raise and preserve inviolate the honour and rectitude of the profession.

BANKRUPTCY COURT.

(Before Mr. Commissioner WINSLOW.)

May 25.—*In Re George Manley Wetherfield.*

This bankrupt was a solicitor, having offices in Chancery-lane, and formerly carrying on business in Gresham-buildings, in partnership with Mr. Bradbury Norton. His debts were £742; property given up to assignees, £50; good, doubtful, and bad debts, £246; property held as security, £195.

Mr. J. P. Poncione, jun., for the assignees, did not oppose; *Doria* opposed for creditors; *Reed* supported.

The bankrupt, examined, said he had been previously bankrupt in 1852. He had also obtained a final order under the protection statutes in 1859. He filed a second petition in the Insolvent Court; but it was withdrawn. In 1864 he made an arrangement by deed to pay 20s. in the pound. He was the author of several works upon the county courts; and arrangements in bankruptcy. He was formerly in partnership with Mr. Norton, in Gresham-buildings; the partnership was dissolved in December last. His share of the profits was to be three-fifths. He considered that he had a claim upon Mr. Norton, as his share of the partnership assets was larger than he had imagined. His drawings from the firm were probably about £300 during the year. He had executed a bill of sale to the Westminster Loan Society in 1867, He did not know whether the bill of sale covered the furniture which had been supplied to him by Mr. Bird, a creditor.

Doria asked for further accounts, going back twelve months. The debts were £742 and the assets very doubtful.

In reply to the Commissioner,

Mr. Poncione said that he had received nothing at present in respect of the claim upon Mr. Norton. With regard to the books and copyrights, their value was at present doubtful in consequence of the uncertain state of the bankruptcy law.

Reed said Mr. Wetherfield had for many years suffered from illness, which had prevented his attending constantly to business. His appearance before the Court was occasioned by that unfortunate circumstance, and by the loss which he had sustained in connection with his appointment as Deputy Registrar in the City of London Court by Mr. Commissioner Kerr. The appointment was disputed, and although Mr. Wetherfield first obtained a verdict in his favour it was afterwards decided by the Court that Mr. Commissioner Kerr had no power to make the appointment. Mr. Wetherfield was anxious to pay his creditors if time were given.

The Commissioner granted the discharge upon the bankrupt undertaking to set aside half of his net earnings, over £250 a year, towards the payment of his debts.

APPOINTMENTS.

Mr. ALBERT BIRMINGHAM MILLER, barrister-at-law, has been appointed by the Chief Justice of the High Court of Calcutta to be Official Assignee of the Court for the relief of Insolvent Debtors in the Presidency of Bengal.

Mr. HENRY LONGLEY, barrister-at-law, Inspector of the Sixth Poor Law District (including the counties of Cornwall, Devon, Dorset, Gloucester, and Somerset), has been appointed by the Poor Law Board to be Inspector of the Fourth (or Eastern) District, in the place of Lieutenant-Colonel F. B. Ward, who has exchanged. Mr. Longley, who is a son of the late Archbishop of Canterbury, was educated at Christ's Church, Oxford, where he took the degree of B.C.L. in 1856; he was called to the bar at Lincoln's-inn in April, 1860, and was formerly a member of the Midland Circuit. He received the appointment of Poor Law Inspector shortly after the death of his father.

Mr. MATTHEW FOLLIOT BLAKISTON, solicitor, of Hanley, Staffordshire, has been elected Town Clerk of that borough, in succession to Mr. Edward Challinor, deceased. Mr. Blakiston was certificated as an attorney in Hilary Term, 1858.

Mr. JOHN HENRY HERN, solicitor, has been appointed Clerk to the Borough Magistrates of Ryde, Isle of Wight. Mr. Hearn's certificate as an attorney dates from Trinity Term, 1837, and he is a perpetual commissioner, and clerk to the county justices of Ryde; he is also a member of the Incorporated Law Society, the Justice's Clerks' Society, and of the Solicitors' Benevolent Association.

Mr. EDWARD WALKER COREN, of the firm of Burrup, Son, & Coren, solicitors, of Gloucester, has been appointed Deputy Coroner for the upper division of Gloucestershire, on the nomination of Mr. Joseph Lovegrove (solicitor), county coroner, which has been approved of by the Lord Chancellor. Mr. Coren took out his certificate as a solicitor on the 30th January, 1862.

Mr. JOHN BOOTH, jun., solicitor, of Durham, has been appointed Deputy Registrar of the diocese of Durham, vacant by the death of the late Mr. Joseph Davison; and took the oaths and was formally admitted to the office on May 20, at a meeting of the Consistory Court, held at Durham Cathedral, under the presidency of the Right Hon. T. E. Headlam, chancellor of the diocese. Mr. Booth was certificated in Easter Term, 1855, and is registrar of the county court at Shotley Bridge; he is also a commissioner to administer oaths and a commissioner for taking affidavits at Durham.

Mr. PHILIP PAGET, for many years chief clerk to Mr. Watkin Edwards, official assignee of the Court of Bankruptcy, has received the temporary appointment of official assignee, pending the abolition of that office under the new Bankruptcy Act.

Mr. FRANCIS FENWICK PEARSON, of Kirkby Lonsdale, Westmoreland, has been appointed a Commissioner to administer oaths in Chancery.

Mr. EDWARD DRAPER, of Prescot, Lancaster, has been appointed a Commissioner to administer oaths in Chancery.

GENERAL CORRESPONDENCE.

EDUCATION OF LAW CLERKS.

Sir,—With regard to the letter of your correspondent "J. E. A." it has often occurred to me that it would be as much to the interest of the masters as of the clerks if the latter had an opportunity afforded them of having themselves examined and obtaining a certificate of their capabilities.

I really think that the Incorporated Law Society would be conferring a great benefit upon the profession by volunteering to examine such clerks as chose to present themselves—if it were only once in the year. The examination might be on the practice and very elementary principles of common law, equity, conveyancing, and bankruptcy; and perhaps ultimately the like of criminal and Parliamentary law might be added. I have purposely placed practice first, because these examinations would necessarily be of the most practical description, the knowledge of theory being (with the class of whom I am speaking) subservient to the knowledge of practice. Certificates should be granted on each head separately, so that candidates might be able to obtain one on any single branch, or any combination, they might select.

I do not think it would answer to put any questions touching general knowledge—at least not at first—I fancy they would deter many from coming up; and after all it is more important, both to themselves and their employers, that they should know their business than the date of the Magna Charta or the story of the Popish Plot. Not that I mean for a moment to underrate the beneficial effects of a sound education. All I intend to say is this—that any such queries would, in my opinion, altogether frustrate the end in view by acting as a scarecrow to the would-be candidates, and would thus render the undertaking nugatory.

The society would, of course, satisfy itself of the character and conduct of the candidates before examination.

It is needless to say that the examinations, if instituted, would be purely voluntary. But notwithstanding this I think many would avail themselves of them. On the whole it is at least worth the experiment, for, let it be observed, if established, they would be equally beneficial to master and clerk. To the one the certificate would be a guarantee of competency and good conduct: to the other a stimulant and a reward of industry and steadiness. I.

TOUTING.

Sir,—I beg to enclose you an advertisement cut from the first page of this day's (27th's) *Daily Telegraph*. It speaks for itself. I may add that I have been unable to find the name in this year's *Law List*. If they really are solicitors, I am sorry to see the advertisement; if they are not, then I hope that the Incorporated Law Society will not fail to give the matter their attention. T.

AVOID BANKRUPTCY.—To all in Debt.—**IMMEDIATE PROTECTION** obtained by Messrs. WIMBURN & Co., Solicitors, 78, Myddelton-street, London, E.C., under the recent Acts of Parliament, in all cases without imprisonment, and in many instances without publicity, advertisement, or the "Gazette." "The Plain Guide," 3 stamps; "Notes on the Law of Divorce, Probates, Next of Kin, &c.," 7 stamps.

[We find in this year's *Law List* the name of Charles Minors Collett as residing at the above address.—Ed. S. J.]

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

May 27.—*Costs of Prosecutions.*—Mr. Hunt asked the Chancellor of the Exchequer whether it would not be desirable to put an end to the system of examining the items of the costs of prosecutions in indictable cases by imperial officers previous to payment by the Treasury, and to substitute a payment to the local treasurers in respect of such costs, of a commutation sum for each indictable offence, either on a general average, or an average of classes of offences on the same principle that has been adopted in the case of prosecutions under the Criminal Justices Act and Juvenile Offenders Act.

The Chancellor of the Exchequer, after the best consideration he could give, was afraid he could not comply with the request. The right hon. gentleman proposed two modes of average, and he was bound to say he did not think any

other average besides those two could be adopted. He did not, however, see how the proposed change could be made, because in different counties there was not only a different number of crimes, but the crimes were different in quality, atrocity, and expensiveness. In Essex the expense of a prosecution was £8; in Berkshire it was £9; in Cheshire it was £14; and in Lancashire it was £23. It was impossible to make a general average without making some places pay too much and others too little. Then as to taking the average on the classes of offences, great difficulty would arise, because the proof in one case of the same offence might be very simple, while in another it would be very complicated. The examination of the items cost £3,500 a-year. He thought the work was done in a very satisfactory manner; but he would be glad to put an end to that expenditure if he could see his way to doing so.

Legal Statistics.—Mr. Newdegate moved for a return of the number of the actions, bills, plaints, or informations commenced, prosecuted, or filed in the name of her Majesty's Attorney-General or Solicitor-General in England and Wales, or her Majesty's Advocate in Scotland, under the provisions of the Acts 39 Geo. 3, c. 79; 57 Geo. 3, c. 19; and 9 & 10 Vict. c. 33, since the passing of the last-mentioned Act, giving the character or a short description of each such bill, plaint, or information.

The motion was agreed to.

The Irish Church (Stamp Duties).—Mr. Gladstone moved, in committee of the whole House, and obtained, a resolution imposing stamp duties, not on appointments made under the Irish Church Bill, but on any orders under its provisions which might operate as a conveyance or mortgage of property.

The **Election Commissioners Expenses Bill** was read a second time.

The **Beerhouses, &c., Bill (Re-committed)** passed through committee.

County Coroners Bill.—Mr. Goldney moved the second reading of the County Coroners Bill. He proposed to make amendments in the bill, to the effect that the voters should be freeholders on the Parliamentary roll, and that the polling should be held at the Parliamentary polling-places.

Mr. Bruce suggested that the bill should be speedily re-committed *pro forma*, in order to introduce the amendments.

The **Law of Evidence Amendment Bill** was considered, as amended, and the report agreed to.

equitable title as would bar him if his title were solely at law, he will be barred in equity.

But it has been contended that because the *cestui que trust* having a life estate in the property was a *feme covert*, and therefore under disability to sue, she was not affected by the running of the Statute of Limitations, and that as her children taking remainder could not sue until the termination of the preceding life estate, the defence of adverse possession cannot be allowed to prevail against them.

This position would be very tenable if there had not been a competent person in existence all the while as trustee to represent the *cestui que trust*, and their rights and interests in the estate. When such is the case, the statute bars as effectually as if there existed no disability in the *cestui que trust*. It was so decided by Lord Chancellor Talbot, in *Wych v. East India Company* (3 P. Wms. 309), and that decision has ever since been regarded as law; it was there said that though the *cestui que trust* was an infant yet he must be bound by the trustee's failure to sue in time, for the benefit of the statute could not be taken from the defendants not being in default, since their witnesses might die, or their vouchers be lost; and as to the trust that was only between the trustee and the infant, and could not affect the defendants.

The reasoning of that case applies with all force to this, and though it was a case in which the rights of an infant were concerned, still the principle of it is equally applicable to the case of a *feme covert*. The trustee being competent, and having the right to sue, failed to do so, and allowed a period of time to elapse, greater than that prescribed for limiting the right of entry at law in cases of legal title.—*Baltimore Law Transcript*.

SUPREME COURT, MASSACHUSETTS.

Policy of Insurance—Forfeiture.—In order to avoid a policy of insurance, made and accepted on condition that it should be forfeited on failure by the assured to pay, when due, a premium note given by him to the insurers, the burden is on the latter to prove non-payment. If an agent receives payment of such a note when over-due, and accounts for the same to the insurers, and they receive it without inquiry, they thereby waive the forfeiture, although the agent had no authority to do so.—*Hodsdon v. Guardian Life Insurance Company* (197 Mass. Rep.)—*New York Daily Transcript*.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

COURT OF APPEALS OF MARYLAND.

Crook v. Glenn.

Twenty years possession by a mortgagee, without any account or acknowledgment of a subsisting mortgage, is a complete bar to all equity of redemption.

When there is a trustee in existence to represent the cestui que trust the Statute of Limitations bars as effectually as if there existed no disability in the cestui que trust.

Per Curiam.—An opinion formerly prevailed that trust estates were not within the Statutes of Limitations; but since the decision of Lord Hardwicke, in the case of *Llewellyn v. Mackworth*, stated in the note to 15 Vin. Abr. 125, p. 1, the question has been regarded as settled otherwise, and upon what has been received as very sufficient ground. In that case the Lord Chancellor said "The rule in this court (a Court of Equity) that the Statute of Limitations does not bar a trust estate holds only as between *cestui que trust* and trustee and not between *cestui que trusts* and trustee on the one side, and strangers on the other; for that would be to make the statute of no force at all, because there is hardly an estate of consequence in the kingdom without such trust, and so the act would never take place; therefore where a *cestui que trust* and his trustee are both out of possession for the time limited, the party in possession has a good bar against them both." And in the more recent case of *Bond v. Hopkins* (1 Sch. & Lef. 429) it was observed by Lord Redesdale that if the equitable title be not sued upon within the time within which a legal title of the same nature ought to be sued upon to prevent the bar created by the statute, the Courts, acting by analogy to the statute, will not relieve. If the party be guilty of such *laches* in prosecuting his

OBITUARY.

MR. HENRY CONCANNON, Q.C.

Mr. H. Concannon, Q.C., died at Lower Gardiner-street, Dublin, on the 16th May. He was educated at Trinity College, Dublin, where he graduated LL.D. He was called to the bar in Ireland in Hilary Term, 1839, and received his silk gown early in last year. By his death the Crown Prosecutorship of the county of Sligo, which he has held for many years, has become vacant. Mr. Concannon was also counsel to the General Post Office.

MR. F. WRIGHT TOMLINSON.

This gentleman, formerly a solicitor of Stoke-upon-Trent, Staffordshire, died at his town residence, Clarges-street, Piccadilly, on the 16th May, at the age of 65 years. Colonel Tomlinson was the youngest son of the late John Tomlinson, Esq., of Cliffe Ville, Staffordshire, an attorney of Stoke, and when a young man he practised in partnership with his father, and subsequently with Mr. William Keary, now senior member of the firm of Keary & Sheppard. He retired from the legal profession in 1845, and since that time he devoted his energies to the promotion of various public objects. At the time of his death he was one of the three surviving original directors of the North Staffordshire Railway, in which capacity he had gained the respect of his colleagues and the confidence of the shareholders. He was a magistrate for Staffordshire and Warwickshire, and rose from the rank of cornet to be lieutenant-colonel (in 1861) of the Queen's Own Staffordshire Yeomanry, from which he retired in 1863 with the honorary rank of colonel. He was chairman of the Stoke, Fenton, and Longton Gas Company from its commencement in 1840; he was also patron of the living of Stoke-upon-Trent, and

treasurer of the North Staffordshire Infirmary, and also of the Stoke Athenaeum.

MR. E. WILLIAMS.

Mr. Edward Williams, senior member of the firm of Longneville, Williams, Jones, & Williams, solicitors, of Oswestry, Shropshire, died on the 15th May, at his residence, Lloram House, at the age of 71 years. The *Oswestry Advertiser*, in announcing Mr. Williams's death, states that he was a native of Oswestry, and rose from a comparatively humble station, by his great energy and business talents, to occupy a position of considerable influence in the neighbourhood, and to fill the leading place in a legal firm whose reputation extends not only throughout Shropshire, but also through the whole of North Wales. Mr. Williams was certificated as a solicitor in Trinity Term, 1831, and though elected a member of the town council, he hardly ever took part in public matters, and refused to accept the office of mayor. He had suffered from illness for several years past. Mr. Williams leaves two sons (one of whom is a partner in the firm to which he belonged) and three daughters. Mrs. Wilson died a few years ago.

MR. THOMAS SMITH.

Mr. Thomas Smith, of the firm of Smith & Burdekin, solicitors, of Sheffield, died on the 15th May, at his residence, Dore House, Handsworth, at the age of forty-eight years. He was a son of the late Mr. Thomas Smith, a Sheffield manufacturer, and latterly a colliery proprietor, who articulated his son, in 1837, to Mr. George Wells, one of the solicitors for the promotion of the Manchester and Sheffield Railway Bill, with which Mr. T. Smith (sen.) was identified at an early stage. On the death of Mr. Wells, Mr. T. Smith (jun.) was transferred to the office of Mr. T. J. Parker, another of the solicitors for the railway bill, with whom he finished his term. He was certificated as an attorney in Easter Term, 1842, and immediately entered into partnership with his late master, Mr. T. J. Parker, with whom he was largely engaged in railway matters at the time when most of the great railways in the northern counties were projected. Mr. Smith's partnership with Mr. Parker terminated in 1854, when Mr. Arnold Parker became a member of his father's firm, and the business was for a short time conducted under the style of "Parker, Smith, & Parker." At the end of the year, however, Mr. Smith ceased his connection with the old firm (which was thenceforth carried on as Messrs. Parker & Son), and for some time continued in independent practice; but after two years he was joined by Mr. Benjamin Burdekin, jun., with whom he continued his partnership till his death. Mr. Smith chiefly excelled in mercantile law, and was the leading authority in bankruptcy practice in Sheffield since the passing of the Bankruptcy Act in 1851. His health failed about three years ago, owing, it is supposed, to his excessive application to business, to which he devoted all his energies, but he had only been confined to his bed a few weeks before his death. Mr. Smith married at an early age one of the daughters of the late William Marsh, Esq., of the firm of Marsh Brothers, solicitors, (who survives him) and by whom he has left a family of seven children. He was a member of the Incorporated Law Society and of the Solicitors' Benevolent Association. His remains were entered in Handsworth Church on the 18th May.

SOCIETIES AND INSTITUTIONS.

LAW ASSOCIATION.

On Thursday the annual general court of the Law Association for the benefit of the widows and families of professional men in the metropolis and its vicinity was held at the hall of the Incorporated Law Society, Mr. Lawrence Desborough in the chair. Mr. John Boodle, the secretary, read the report, which stated that during the past twelve months 29 cases of the primary class were relieved by the distribution of £1,325; and a sum of £150 voted at the last annual court was distributed among 20 cases of the widows and families of non-members. The funded capital of the association amounted to £32,891 16s. 4d., yielding annual dividends of £1,146 3s. 3d., and in addition to these dividends the annual subscriptions of 308 members produced £646 16s., making the total income of the year £1,792 19s. 3d. Five

life and one annual member had died during the year, eight annual members had withdrawn, and forty-nine gentlemen had joined, six as life and the remainder as annual members. The result of the dinner held in December last, at which Lord Romilly presided, was a subscription of £336 14s. 9d., and the accession of four life and thirty-three annual members. The report was unanimously adopted, and £200 voted to meet applications in the current year for the relief of widows and families of non-members.

LAW STUDENTS' DEBATING SOCIETY.

The usual meeting of this society was held on Tuesday evening last at the Law Institution, Chancery-lane, Mr. Widdows in the chair. A non-legal question was discussed.

LIVERPOOL LAW STUDENTS' DEBATING SOCIETY.

The tenth meeting of the session was held at the Law Library, on the 14th of May, Mr. Birrell presiding. The question for discussion was No. 25, legal:—"A trustee, by deed under his hand and seal, accepted the trusts of a will, and afterwards committed a breach of the trusts. Are the *cestui que trustent* entitled to rank as specialty creditors in the administration of his assets?" Mr. Radcliffe opened the debate in the affirmative, but the negative side was ultimately carried.

THE NEW LAW COURTS.

OBSERVATIONS OF THE INCORPORATED LAW SOCIETY OF LIVERPOOL.

The choice of the site of the new Law Courts and Offices is a question which affects the provincial members of the profession almost as much as the metropolitan members, and the public as much as either.

The question is now between two sites.

The one known as the Carey-street site was adopted by Parliament in 1865, upon the unanimous recommendation of a royal commission, and has since been purchased and cleared of houses, and is now ready for the commencement of the new building, the plans of which have been fully prepared under the superintendence of another royal commission.

The other is a site which was suggested for the first time on the 20th April last, by the Chancellor of the Exchequer. It is situated partly on the Thames Embankment, but chiefly on land occupied by houses fronting Howard, Surrey, Norfolk, Arundel, and Water streets, and Milford-lane; and is bounded on the south by the railway which runs along the embankment, on the west by Somerset House, on the north by Howard-street and by a line continuing the line of Howard-street to the back of the houses in Essex-street, and on the east by the back of houses in Essex-street. This site is the lower portion of the site previously known as the Thames Embankment site, and which extended as far north as the Strand. We think that the Carey-street site, if adopted, ought to be extended to Chancery-lane.

The Carey-street site contains 7½ acres, already cleared; the Government site 6 acres.

The main objection of the present Government to both the Carey-street and the larger Embankment site was on the score of expense; and with a view of saving a large outlay the Government, in April last, announced that they had selected the site above described, and have since brought in a bill to carry out the change.

If the House of Commons be of opinion that the scheme of the commissioners is too large, it can be at once modified, and the building in Carey-street confined to an area of 6 acres, and the surplus land sold. The cost then would not be greater than that of the Government site. We do not propose now to consider whether the larger or the smaller scheme should be adopted, but merely whether the money should be spent in Carey-street or on the Embankment: nor shall we consider which site affords the best scope for architectural effect or the adornment of London, upon which a diversity of opinion exists.

The question for us is, which site will best promote the due and speedy administration of justice, and facilitate the consolidation of the superior courts of law and equity, and the other improvements in legal machinery which in the next few years will doubtless be accomplished. And in this view

that site is best which is easiest of access for those persons who most use the courts and offices.

The relative accessibility of the two sites is often discussed as if people were expected to flock daily to the law courts from all parts of London, as they do to a great market or railway terminus, and that therefore the site which affords greatest facilities of access for enormous numbers by road, rail, and boat is best adapted for the purpose.

This is a mistake. The frequenters of the law courts are not the general public, or even the suitors themselves, but barristers and attorneys and their clerks, representing the suitors. The Law Society of London have ascertained from accurate observation, that from 12,000 to 15,000 visits are daily made by attorneys and their clerks to the law offices, and probably nearly the same number to the courts; while the number of jurors, witnesses and others in attendance is certainly not 2,000 a day; and many of the witnesses assemble at the attorney's office before going to court.

It is as important for the lawyer (whether barrister or attorney) that his chambers should be close to the courts and law offices, as it is for the broker that his office should be close to the Exchange.

The intervening distance in each case has to be travelled not once but many times in the day, and an additional length of only fifty yards becomes by multiplication a serious drawback to the due dispatch of business. The Liverpool Exchange is closely surrounded on all sides by the offices of merchants and brokers, and if of two offices, equally eligible in other respects, one be twenty and the other fifty yards from the Exchange, the rental of the one will greatly exceed that of the other.

Nearly the same eagerness for concentration which exists among the mercantile classes of Liverpool exists among the lawyers there, and the tendency of the last few years both in mercantile and legal circles has been towards still further concentration. Probably in few large towns are the attorneys' offices so close together as in Liverpool. Out of 256 attorneys whose names are in this year's law list as practising in Liverpool, the offices of 142 are situate within a space of less than ten acres, i.e., in the block of land bounded by Castle-street, Lord-street, North John-street, and Dale-street, including both sides of those streets.

We are convinced that our clients are greatly benefitted by this arrangement, since personal interviews between the attorneys can be much more easily resorted to, and business is done far more speedily and satisfactorily than would be the case if the usual channels of communication were by means of letters or by clerks. Moreover, these personal interviews frequently simplify legal proceedings, and sometimes render the institution of them unnecessary.

And in Liverpool the importance which is attached to having the offices of the courts close to the attorneys' offices is shown by the anxiety which the profession has lately evinced that the office of the Registrar of the Passage Court may be retained at the town-hall, instead of being removed some two hundred yards into Dale-street, and that the office of the Registrar of the Palatine Chancery Court may be brought to the town-hall from South John-street. Moreover the Treasury is trying to find a site for the County Court in the immediate neighbourhood of Castle-street for the very same reason.

The result of this concentration is, that the attorneys themselves are able to attend appointments in the law offices, which they would have to leave to their clerks if the distance were greater.

In London the result will be the same; the work will be done by more competent persons, and, therefore, suitors and the public will gain by this at least as much as the lawyers.

Again, the country attorney called up to London to attend, say, a trial at the sittings at Westminster or Guildhall, would often, while waiting for his cause to come on, be glad to attend to some other legal business, were he not afraid to go a great distance from the court lest he should be out of reach when wanted. It is obvious, therefore, that the more completely in the centre of the legal district of London the new courts and offices are, the more business can be dispatched by the country practitioner in London in a given time, and the public must necessarily benefit by this as well as the profession.

Viewed in this light there is no comparison between the two sites. The Carey-street site is already surrounded by the chambers and offices of counsel and attorneys, and we have no doubt the few adjacent buildings not already devoted to legal purposes, such as the upper floors in the

Strand, &c., will speedily be converted into attorneys' chambers. The Embankment site, on the other hand, is on the wrong side of the Strand, and is shut in by the railway and Embankment on the south and part of the east, and by Somerset House on the west, leaving only the north and part of the east available for chambers of barristers and attorneys in the immediate neighbourhood of the courts and offices!

The additional delay which would be caused in acquiring the Government site would be a grave objection, even if the new site were an undoubted improvement on the old one; but as the latter is more suited in every way to the purposes for which it is intended, we have no hesitation in recommending the Carey-street site, whether the larger or smaller building upon that site be ultimately resolved upon by Parliament.

Reasons, shortly stated:—

1. Because the Carey-street site is in the very heart of legal London, while the Government site is at the southern extremity thereof, and is far removed from all the inns of court and attorneys' chambers, except the Temple and Essex-street.

2. Because the close concentration of barristers and attorneys round the New Law Courts and Offices will tend, as shown above, to facilitate the administration of justice and the transaction of legal business; and such concentration will be best attained by adopting the Carey-street site, which is already surrounded by the chambers of barristers and attorneys, while only two sides of the Government site—viz., the north and east, are available at all for these purposes—the south and west sides being shut in by the river and Somerset-house, and even on the north side the existing houses must be diverted from their present uses, and many of them doubtless rebuilt before they can be made available for purposes of the law.

3. Because on the Carey-street site the courts and offices about to be erected can be subsequently extended, if necessary, much more easily than on the Government site.

4. Because the Carey-street site is already acquired and ready for building on the plans approved, and the Government site is for the most part covered with houses which will have to be bought at an uncertain cost, and at more or less delay.

JOHN YATES, President.

Liverpool, 14th May, 1869.

COURT PAPERS.

EXCHEQUER CHAMBER.

SITTINGS IN ERROR.

The following days have been appointed for the argument of Errors and Appeals:—

QUEEN'S BENCH.

Monday June 14 | Wednesday June 16
Tuesday " 15

COMMON PLEAS.

Thursday ... June 17 | Saturday June 19
Friday " 18

EXCHEQUER.

Monday June 21 | Wednesday June 23
Tuesday " 22

THE CIRCUITS OF THE JUDGES.

SUMMER ASSIZES.

Norfolk.

Lord Chief Justice Cockburn and Mr. Justice Byles.

Home.

The Lord Chief Baron and Mr. Justice Mellor.

Western.

Mr. Justice Keating and Mr. Justice Lush.

Oxford.

Mr. Baron Pigott and Mr. Justice Smith.

Northern.

Mr. Justice Hannen and Mr. Justice Hayes.

Midland.

Mr. Justice Brett and Mr. Baron Cleasby.

North Wales.

Lord Chief Justice Bovill.

South Wales.

Mr. Baron Channell.

Mr. Baron Bramwell remains in town.

THE PARLIAMENTARY ELECTIONS ACT (1868).
ANALYSIS OF THE PROCEEDINGS UP TO THIS DATE.

ELECTIONS DECLARED VALID.

Borough or County.	Petitioner.	Respondent.	Judge who tried Petition.	Indorsements on Petitions touching the Payment of Costs, Charges, and Expenses, &c.
New Windsor	Col. Gardner	Eykyn	Willes, J.	Jan. 15, 1869 Costs to be paid by petitioner
Coventry	Berry & Ors.	Eaton & Hill	Willes, J.	Feb. 20, 1869 No endorsement on pet. as to costs
Warrington	Crozier & Ors.	Rylands	Martin, B.	Feb. 3, 1869 Petitioners to pay the mayor all his costs, &c., incidental to the said petition and the proceedings consequent thereon.
Guildford	Elkins & Ors.	Onslow	Willes, J.	Jan. 22, 1869 Each party to pay own costs.
Salford	Anderson & Ors.	Cawley & Charley	Martin, B.	Feb. 24, 1869 No endorsement on pet. as to costs.
Bodmin	Adams & Ors.	Hon. Levenson Gower	Willes, J.	Feb. 24, 1869 Petitioners to pay costs.
Bradford	Storey & Anr.	Forster	Martin, B.	Jan. 29, 1869 Petitioners to pay costs.
Penryn	Broad & Ors.	Fowler & Eastwick	Willes, J.	Feb. 26, 1869 Petitioners to pay costs.
Lichfield	Hon. A. Anson	Dyott	Willes, J.	Jan. 30, 1869 No endorsement on pet. as to costs.
Wallingford	Dilke, Bt.	Vickers	Blackburn, J.	Feb. 6, 1869 Costs to be borne by petitioner.
Cheltenham	Gardner	Samuelson	Martin, B.	Feb. 8, 1869 Pet. to pay respondent's costs.
Oldham	Cobbett & Ors.	Hibbert & Platt	Blackburn, J.	Mar. 23, 1869 Costs to be borne by petitioners.
Staleybridge	Ogden & Ors.	Sidebottom	Blackburn, J.	Feb. 9, 1869 Costs to be borne by petitioners.
Tamworth	Hill & Anr.	Peel, Bt., & Bulver, Bt.	Willes, J.	Feb. 15, 1869 Pet. to pay Sir Robt. Peel's costs.
Wigan	Brayshay & Anr.	Wood & Lancaster	Martin, B.	Mar. 3, 1869 Pets. to pay respondent's costs.
Westminster	Beal & Ors.	Smith	Martin, B.	Feb. 12, 1869 No endorsement as to costs.
King's Lynn	Armes & Anr.	Bourke	Martin, B.	Mar. 16, 1869 Pets. to pay respondent's costs.
Manchester	Royse & Anr.	Birley	Sp. case, Ct. Com. Pl.	May 6, 1869 Pets. to pay respondent's costs.
Northampton	Johns	Hutton	Willes, J.	April 15, 1869 Pet. to pay respondent's costs.
Hastings	Hon. Calthorpe & Anr.	Brassej, jun.	Blackburn, J.	April 17, 1869 Costs to be borne by petitioners.
Hastings	Sutton & Anr.	North	Blackburn, J.	April 17, 1869 Costs to be borne by petitioners.
Dover	Helliott	Dickson	Martin, B.	Mar. 22, 1869 Petitioner to pay costs.
Southampton	Pegler	Gurney & Hoare	Willes, J.	April 23, 1869 Pet. to pay respondent's costs.
New Sarum	Ryder	Hamilton	Sp. case, Ct. Com. Pl.	May 5, 1869 Pet. to pay respondent's costs.
York (County of), South Div. of West Riding	Hon. S. Wortley & Anr.	Lord Milton & Beaumont	Martin, B.	} April 13, 1869 No endorsement as to costs.
Ditto	Stanhope	Beaumont	Martin, B.	
Norfolk, North	Walpole	Hon. Walpole & Sir E. Lacon, Bt.		May 24, 1869 Petitioner to bear the costs.

ELECTIONS DECLARED VOID.

Norwich	Tillett	Stracey, Bt.	Martin, B.	Jan. 14, 1869	All costs to be paid by the respondent except those touching the claim that the petitioner was duly elected.
Bewdley	Sturge & Anr.	Glass, Bt.	Blackburn, J.	Jan. 26, 1869	General costs of petition to be paid by respondent, except costs of scrutiny; each party to bear own costs relating to scrutiny.
Bewdley	Hon. A. Anson	Cunliffe	Blackburn, J.	April 29, 1869	Costs to be borne by respondent.
Bridgewater	Westropp & Anr.	Kinglake & Vanderbyl	Blackburn, J.	Feb. 26, 1869	Costs to be paid by respondents.
Hereford	Thomas & Ors.	Wyllie & Clive	Blackburn, J.	Mar. 16, 1869	Each party to bear their own costs.
Bradford	Haley & Anr.	Ripley	Martin, B.	Jan. 25, 1869	Resps. to pay petitioners' costs.
Beverley	Hind & Ors.	Edwards, Bt., & Kennard	Martin, B.	Mar. 9, 1869	Resps. to pay costs of petitioners.
Westbury	Laverton	Phipps	Willes, J.	Feb. 5, 1869	No endorsement as to costs.
Taunton	Williams & Anr.	Cox	Blackburn, J.	Mar. 5, 1869	Costs to be borne by respondent.
Blackburn	Potter & Anr.	Hornby & Fielden	Willes, J.	Mar. 12, 1869	No endorsement as to costs.
Brecknock	Lucas & Anr.	Gwyn	Martin, B.	April 8, 1869	No endorsement as to costs.
Stafford	Chawner	Meller	Blackburn, J.	May 13, 1869	Each party to bear their own costs.
Stafford	Wile & Anr.	Pochin	Blackburn, J.	May 13, 1869	Each party to bear their own costs.

ELECTION PETITIONS WITHDRAWN.

Borough or County.	Petitioner.	Respondent.	Borough or County.	Petitioner.	Respondent.
Gloucester	Niblett	Monk & Price	York	Gladstone	Lowther
Stockport	Hallam & Anr.	Tipping	York	Burrill	Westhead
Stockport	Walton & Anr.	Smith	Cambridge	Lloyd & Anr.	Torrans & Fowler
Hartlepoons	Gray & Ors.	Jackson	Horsham	Hurst	Aldridge
Hull	Pease & Ors.	Norwood & Clay	Horsham	Dickins & Anr.	Hurst
Taunton	Dyke & Anr.	Barclay	Boston	Jones	Malcolm & Collins, jun.
Preston	Toulmin & Anr.	Herron & Sir F. Hesketh	Thirak	Bell & Ors.	Galloway, Bt.
Pembroke	Hughes	Meyrick	Christchurch	Popham & Ors.	Burke

ELECTION PETITIONS WITHDRAWN (continued).			Respondent.		
Borough or County.	Petitioner.	Respondent.	Borough or County.	Petitioner.	Respondent.
Shrewsbury	Young & Anr.	Figgins	Durham, S. Div.	Hendy	Pease & Beaumont
Hants, S. Div.	Castleman	Rt. Hon. Cowper	Derby, N. Div.	Longsdon & Ors.	Arkwright
Hants, S. Div.	Drew	Lord Henry Scott	Derby, N. Div.	Coates	Lord Cavendish
Warwick, S. Div.	Colley & Ors.	Hardy	Bradford	Stoney & Anr.	Forster

ELECTION PETITIONS FILED, but no Security given.			Respondent.		
Borough or County.	Petitioner.	Respondent.	Borough or County.	Petitioner.	Respondent.
Ashton-under-Lyne	Clarke	Mellor	London	Piercey	Goschen, Crawford, & Lawrence
Rye	Judge	Hardy	London	Way	Goschen, Crawford, & Lawrence
Woodstock	Godden & Ors.	Barnett	Leicester, Co. of	Smith & Anr.	Lord J. Manners & Clowes
Worcester	Richards	Laslett			

FURTHER PROCEEDINGS ordered to be Stayed (by Rule of Court of Common Pleas of May 4, 1869) in the Petition from Taunton Waygood & Anr. James

ANALYSIS.	
Elections declared valid	27
Elections declared void...	13
Petitions withdrawn	24
Petitions filed, but no security given...	7
Petition in which further proceedings were ordered to be stayed by rule of Court of Common Pleas	1
Total	72

The Brecknock Petition.
Evans and Others, Petitioners, Lord Hyde, Respondent, filed on the 19th May, 1869, is not yet appointed to be tried. Mr. Justice Willes will be the Judge.

TAXED BILL OF RESPONDENT'S COSTS.

IN THE COMMON PLEAS.		£ s. d.		
The Parliamentary Elections Act, 1868.				
The Borough and Port of Hastings.*				
Edward Barker Sutton and Robert Ransom Petitioners;				
Frederick North Respondent.				
The costs of the respondent Frederick North, Esquire, M.P., to be taxed, pursuant to the order of Mr. Justice Blackburn of 17th April, 1869.				
1869.		£ s. d.		
6	8	April 2.—Attending Mr. North taking instructions to defend	2 2 0	
		Perusing petition	0 6 8	
		Attending him to the Rule Office on his giving notice of agent to defend	0 6 8	
		Drawing and copy notice	0 5 0	
		Paid stamp	0 2 0	
		Instructions for summons and treated, and places and times of treating, and list of persons unduly influenced	0 6 8	
		Drawing same...	0 5 0	
		Paid stamp	0 2 0	
6	8	April copy and service	0 4 6	
		Attending same order made	0 13 4	
		Attendance drawing up order	0 6 8	
		Paid for same	0 5 0	
		Copy and service	0 4 6	
		Copy, and writing to country therewith	0 2 6	
		Paid messenger	0 1 0	
		5th.—Attendance at Crown Office searching for date of receipt of return, found it was 20th November		
		Paid search	0 1 0	
		Attending Mr. North making appointment for 6th to confer with Mr. A. B. and Mr. C. D.		
		6th.—Attending conference in Victoria-street, going fully into case, and giving particulars of inquiries to be made. 2½ hours.		
		7th.—Attending Mr. — as to retainer, but he declined, owing to pressure of business at House of Commons.		
		Writing Mr. North thereon, and as to retainer to Mr. —, Q.C.		
		8th.—Attending him thereon, and with retainer	0 6 8	
1	1	0	Paid him same	2 4 6

		Attending Mr. — with retainer	0 6 8
		Paid fee to him and clerk	1 3 6
		Writing to Mr. North thereon	
		Perusing list of persons bribed. 28 fos.	0 13 4
		The like, persons treated. 29 fos.	0 13 4
		The like, places and times of treating	0 6 8
		The like, persons unduly influenced	0 6 8
		10th.—Journey to Hastings attending persons alleged to have been bribed and treated. 25 witnesses examined	5 5 0
		Paid railway and cab fare and expenses	1 14 6
		12th.—Instructions for brief. 160	10 10 0
6	8	Drawing same. 25 brief sheets	8 6 8
		Two fair copies for counsel	8 6 8
		Paid cab hire	
		Attending Mr. —, Q.C., with brief	2 2 0
55	0	Paid fee to him and clerk	165 0 0
		The like, Mr. —	2 2 0
		Paid fee to him and clerk	55 0 0
		13th.—Journey to Hastings attending court. Case for petitioners opened by Mr. —	5 5 0
		14th.—The like attendance	5 5 0
		Attending Mr. —, Q.C., with refresher	0 13 4
		Paid same	27 10 0
		The like, Mr. —	0 13 4
		Paid same	16 10 0
		15th.—Attending Mr. —, Q.C., appointing consultation	0 6 8
		Paid him	2 9 6
		The like, Mr. —	0 6 8
		Paid him	1 3 6
		Attending same	0 13 4
		Fair copy list of committee for counsel. Fos. 10	0 3 4
		Attending court, petitioners' case concluded, and Mr. Brassey's defence begun	5 5 0
		Attending Mr. —, Q.C., with refresher	0 13 4
		Paid same	27 10 0
		The like, Mr. —	0 13 4
		Paid same	16 10 0
		16th.—Attending Mr. —, Q.C., to appoint consultation	0 6 8
		Paid fee	2 9 6
		Attending Mr. —	0 6 8
		Paid fee	1 3 6

* This was one of two petitions against a double return; both members were seated, and the petitioners ordered to pay the respondent's costs.

TAXED BILL OF RESPONDENT'S COSTS (continued).

		£	s.	d.			£	s.	d.
	Attending same	0	13	4		Attending Mr. North thereon			
	Attending court, defence of Mr. Brassey and Mr. North concluded	5	5	0		Writing to Mr. E. F. acknowledging receipt	0	3	6
	Attending Mr. —, Q.C., with refresher	0	13	4		Paid for room	3	3	0
	Paid same	27	10	0		" attendance	1	5	6
	Attending Mr. — with refresher	0	13	4		" ditto	0	12	6
	Paid same	16	10	0		" ditto	0	12	6
	Attending court, both members seated, and petitioners to pay costs	5	5	0		Drawing bill of costs and copy.			
	Attending Mr. —, Q.C., with refresher	0	13	4		Folios 15	0	15	0
	Paid same	27	10	0		Copy for taxation	0	5	0
	Attending Mr. — with refresher	0	13	4		Attendance for appointment to tax	0	6	8
	Paid same	16	10	0		Copy and service	0	3	4
	Paid railway and cab fares and expenses	6	7	8		Drawing and engrossing affidavit of Increase folios 4	0	5	8
19th.	Writing to Mr. E. F. for account of expenses incurred by him at Hastings	0	3	6		Paid for oath and filing	0	4	0
20th.	Answering his letter thereon	0	3	6	57	1	0		
	Writing to Mr. North thereon	0	3	6		Attending to tax	2	2	0
21st.	Writing to Mr. G. H. as to his expenses	0	3	6		Paid stamps	0	7	6
						Copy and service of allocatur	0	6	8
						Term fee, letters, &c.	1	1	8
							£506	15	4
						Taxed off	57	1	0
						Allocatur for	£449	14	4

COSTS OF THE RESPONDENT BEFORE NOTICE OF TRIAL GIVEN.

IN THE COMMON PLEAS.

		£	s.	d.			£	s.	d.
	Shrewsbury Election Petition.*					Paid fee for counsel	5	0	
	Young and another v. Figgins.				3	4	Attending to draw up order	3	4
	Costs of the Respondent, J. Figgins, Esq. Michaelmas Vacation, 1868.					Paid	2	0	
	Instructions to oppose petition	1	1	0		Copy and service	5	0	
	Drawing authority to act as agent for respondent and copy	5	0		6	8	Close copy	1	0
	Attending respondent for his signature thereto	6	8			Attending Mr. Figgins, the respondent, informing him of order made	6	8	
	Attendance filing same	3	4		6	8	19th. — Attending Mr. — on his returning me draft declaration approved, perusing alterations therein, and finally settling same for engrossment	6	8
	Paid	2	0			Engrossing declaration	3	4	
	Retainer, Mr. —, Q.C.	2	4	6	6	8	Attending Mr. — to declare to same	6	8
	Attending him	6	8		2	6	Paid commissioner	2	6
6	8	Dec. 15th.—Attending respondent on his handing me copy petition served on him personally by Mr. —, and conferring thereon	6	8	3	4	Fair copy declaration for Mr. — use	3	4
	Perusing petition	1	1	0		Attending searching at Common Pleas Office to ascertain if any agent had been nominated on behalf of the petitioners pursuant to the statute, and paid	7	2	
	Attending to search for and perusing recognisances, when I found they had been acknowledged before a justice of the peace instead of a master or judge, and paid search	7	2		3	4	22nd.—Attending proprietor of <i>Ed-does' Journal</i> to bespeak and afterwards for copies of newspaper containing an account of proceedings during election	3	4
6	8	Attending Mr. Figgins, the respondent, conferring thereon, when he instructed me to apply to set same aside for insufficiency	6	8	2	0	Paid	2	0
6	8	Attending town clerk to bespeak and afterwards for copy, notice of petition having been filed as published by returning officer	6	8	3	4	The like proprietor of the <i>Shrewsbury Chronicle</i>	3	4
	16th.—Summons to show cause why the recognisance should not be declared insufficient, copy and service	5	0		2	0	Paid	2	0
	Drawing notice of objection to recognisance	6	8		3	4	The like proprietor of <i>Free Press</i>	3	4
	Fee to counsel to settle	1	3	6	2	0	Paid	2	0
	Attending him	6	8		3	4	Letter to editor of <i>Wellington Journal</i> to forward copy of his newspapers, and copy	3	6
	Fair copy notice as settled	2	0		5	0	28th.—Mr. —, one of the petitioners, having written enclosing copies of some correspondence between Mr. —, Dr. —, and the — Assurance Society relative to charges of fraud preferred by Dr. — against Mr. —. Writing Mr. — in reply, returning same as not affecting the subject of the petition	5	0
	Attendance serving same	3	4		3	6	Letter to Mr. — not to insert his declaration in print without consulting me, and copy	3	6
	Copy for the master	2	0			30th.—Summons for particulars of alleged bribery, &c., copy, and service	5	0	
	Notice of attending summons by counsel	4	0						
6	8	Instructions to counsel to attend in support of summons	13	4					
	Fee to him	2	4	6					
	Attending him	6	8						
	17th.—Attending summons order made, and the petitioners also ordered to pay £1,000 into the Bank of England	13	4						

* The petition in this case was withdrawn.

COSTS OF THE RESPONDENT BEFORE NOTICE OF TRIAL GIVEN (continued).

		£	s.	d.		
	31st.—Attending summons order made	13	4			
3	4	Attending to draw up order	3	4		
	Paid	5	0			
	Copy and service	5	0			
	Close copy	2	0			
3	6	1869, January.—Writing Mr. — informing him I had obtained such order	3	6		
5	0	4th.—Writing Mr. — very fully in reply to his letter as to the hearing of petition, and copy	5	0		
3	6	6th.—Writing Mr. —, with appointment for the 8th instant to confer on petition	3	6		
9	9	0	7th to 10th.—Journey to London, attending Mr. — in conference on petition, and subsequently with him on Mr. —	9	9	0
5	5	0	Travelling expenses	5	5	0
	Term fee	1	6	8		
Hilary Term, 1869.						
Having telegram from agent that petitioners had served summons to amend petition by striking out all allegations against —, and that he proposed to object to alteration on the ground that the statute contained no power, and requested me to forward instructions by telegram. Preparing telegram to him in reply and attending to transmit						
	Paid	6	8			
	Paid	2	0			
	15th.—Attending petitioner's summons for leave to strike out certain parts of the petition order made	13	4			
3	4	Preparing telegram and attendance, instructing same to be forwarded to Shrewsbury	6	8		
	Paid	1	6			
	Paid	2	0			
	16th.—Close copy order to amend	6	8			
	Attending petitioner's agent on his amending petition	3	4			
	Close copy petition as amended	6	8			
6	8	Attending Mr. —, informing him of amendments, and conferring thereon	6	8		
21	0	0	Feb. 16.—Instructions for brief, including numerous attendances on electors of the borough, and getting up evidence, engaged many days	21	0	0
5	10	0	Drawing same, fs. 110	5	10	0
3	13	4	Fair copy in duplicate, fs. 220	3	13	4
4	10	0	3 copies documents to accompany, fs. 90 each	4	10	0
	24th.—Close copy notice of petitioner's intention to withdraw	4	0			
9	9	0	22nd to 24th.—Journey to London attending Mr. — in conference thereon and afterwards with him on Mr. —, out 3 days	9	9	0
5	5	0	Travelling expenses	5	5	0
	26th.—Attending to obtain copy <i>Shrewsbury Chronicle</i> containing					

		£	s.	d.		
	notice by petitioners of their application for leave to withdraw	6	10			
6	10	Petition and paid	6	10		
	Attending Mr. —, petitioner's solicitor, pointing out that notice was informal	6	8			
6	8	Attending town clerk for copy notice published by returning officer as required by General Rules	6	8		
	March. 6th.—Attending petitioner's summons for liberty to withdraw petition same adjourned	6	8			
3	6	Writing Mr. —, the respondent, informing him thereof	3	6		
	8th.—Attending adjourned summons before judge when appointment made for hearing same on 22nd inst.	6	8			
6	8	Preparing telegram to that effect and attendance instructing same to be forwarded	6	8		
2	0	Paid	2	0		
6	8	Attending Mr. — in long conference and ultimately taking instructions for affidavit	13	4		
	Drawing same and copy	6	8			
	Attending Mr. — to be sworn	6	8			
	Paid oath	1	0			
	Copy for other side	2	0			
	Perusing affidavits filed on behalf of petitioners and attending respondent conferring thereon	6	8			
	Drawing affidavit of Mr. —, respondent's election agent, of no collusion and copy	6	8			
	Attending to be sworn	6	8			
	Paid commissioner	1	6			
	Copy for other side	2	0			
3	4	Attendance filing affidavits	3	4		
	Paid	2	0			
9	9	0	21st and 22nd.—Journey to London attending Mr. — in conference prior to hearing of adjourned application for leave to withdraw, when I found that he would be unable to attend on account of illness attending Mr. — explaining this, and afterwards attending with him before Court when order made for petitioners to be at liberty to withdraw, out 3 days.	9	9	0
5	5	0	Travelling expenses	5	5	0
	22nd.—Attending adjourned summons when order made	13	4			
	Close copy order	2	0			
6	8	Attending Mr. — informing him thereof	6	8		
Easter Term.						
	Drawing bill of costs and copy for petitioner's agents	2	0	0		
	Attending for appointment to tax	3	4			
	Copy and service	5	0			
	Attending taxing	1	1	0		
	Paid	1	0	0		
	Term fee	1	6	8		

COSTS OF RETURNING OFFICER.

IN THE COMMON PLEAS.

Election Petition for the Borough of Shrewsbury.				
	Young and Another	Petitioner ;		
	James Figgins, Esq.	Respondent.		
Costs of the returning officer.—Michaelmas Term, 1868.				
December, 12th.				
	Attending the mayor of the borough of Shrewsbury on his informing me he had received official instructions from the master of the Court of Common Pleas, under the Parliamentary Elections Act, to give public notice of the petition which had now been filed against the re-			

		£	s.	d.
	turn of James Figgins, Esq., as member to serve in Parliament for the said borough, and also complaining of the conduct of the mayor as returning officer. Conferring at very great length, and taking instructions to act on his behalf	1	1	0
	Drawing notice of petition, fol. 6, and copy for printer	8	0	
	Attending the mayor on his signing same	6	8	
	Attending printer instructing him to print same	6	8	

COSTS OF RETURNING OFFICER (continued).

		£ s. d.		£ s. d.
	Collating proof, and attending printer therewith, and instructing him to print 50 posting bills	6 8		
	Paid printer	13 0		
	Attending bill poster instructing him to post and distribute bills through the borough	6 8		
	Paid him	3 6		
6 8	Instructions for affidavit of the mayor	6 8		
8 0	Drawing same and copy, fol. 6	8 0		
6 8	Attending him to be sworn	6 8		
1 6	Paid commissioner	1 6		
6 8	Attendance filing affidavit	6 8		
2 0	Paid	2 0		
	Attending the mayor on his bringing me notice he had received from the master as to giving public notice of the agents empowered to act on his behalf of the respondent, and conferring and taking his instructions thereon	6 8		
	Drawing notice	5 0		
	Four copies for printer	6 0		
	Attending printer instructing him to print same	6 8		
	Collating proof, and afterwards attending printer instructing him to print 25 posting bills	6 8		
	Paid printer	6 0		
	Attending bill poster instructing him to post and distribute bills through the borough	6 8		
	Paid him	2 6		
	Dec. 17th.—Attending the mayor and returning officer this day in long conference as to the allegations against him and his deputies contained in the petition, and taking instructions to fully investigate the facts, and see his deputies, and ascertain from them whether there was any truth in the statement of the petitioners that they had refused to record votes for Mr. —, the unsuccessful candidate, at the election	1 1 0		
2 6 8	Attending each of the deputies, seven in number, ascertaining from them there was no truth in the statement, and making memorandum of their evidence	2 6 0		
1 1 0	Attending the mayor thereon, and also on several of the poli clerks to ascertain how far their evidence would support that of the deputies, and making memorandums	1 1 8		
13 4	Attending the mayor in long conference as to his position, and taking instructions to lay a case before counsel to advise what steps should be taken in his defence	13 4		
	Term fee	1 6 8		
	Hilary Term, 1869.			
	Jan. 15th.—Attending petitioner's summons for leave to strike out certain parts of the petition. Order made			13 4
	Close copy order			2 0
	Attending the mayor, conferring thereon, and taking instructions to give public notice thereof			6 8
	Drawing notice accordingly			5 0
	4 fair copies			8 0
	Attending bill poster, instructing him to post same on the Town Hall			6 8
	Paid him			2 6
	Attending the mayor on his bringing me notice that he received from the master to the effect that petitioners intended to withdraw same, and taking instructions to give public notice of same			6 8
1 8	Drawing notice accordingly			6 8
	4 fair copies for printer and newspapers			8 0
	Attending the printer instructing him to print same			6 8
	Collating proof, and afterwards attending printer instructing him to print 50 posting bills			6 8
	Paid printer			9 6
	Attending bill poster instructing him to post and distribute bills through the borough			6 8
	Paid him			3 6
6 8	Attending the mayor, conferring as to his position with regard to costs incurred by him, and taking instructions to write Mr. — thereon			6 8
3 6	Writing Mr. — accordingly			3 6
5 0	Mr. — not having taken any notice of my application, writing to the petitioners thereon			5 0
6 8	Attending Mr. —, one of the petitioners, when he stated that the costs should be paid, and requested amount thereof to be furnished			6 8
	March 6th.—Attending summons for liberty to withdraw petition, same adjourned			6 8
	8th.—Attending adjourned summons before judge, when appointment made for hearing same on 22nd instant			6 8
	22nd.—Attending adjourned summons when order made			13 4
6 8	Attending the mayor, informing him what had been done, and conferring			6 8
	Term fee			1 6 8
	Easter Term.			
	Drawing bill of costs and copy			1 4 0
	Copy for petitioner's agents			3 4
	Attendance for appointment to tax			5 0
	Copy and service			5 0
	Attending taxing			1 1 0
	Paid			12 0
	Term fee			

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The Preliminary Examination in General Knowledge will take place on Wednesday, the 27th, and Thursday, the 28th October, 1869, and will comprise:—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English Grammar.
4. Writing a short English composition.
5. Arithmetic—A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.

7. History—Questions on English History.
8. Latin—Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, Ancient or Modern. 3. French. 4. German. 5. Spanish. 6. Italian.

The Special Examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the Examination on the 27th and 28th October, 1869:—

- In Latin . . . Sallust, Catalina, or Virgil, Æneid, Book I.
 In Greek . . . Homer, Iliad, Book VI.
 In Modern Greek Βενετός 'Ιστορία τῆς Ἀμερικῆς β.β.β.ζ.
 In French . . . A. De Lamartine, Nelson, or Racine, Andromaque.

- In German . . . Schiller, Abfall der vereinigten Niederlande, Book IV., or E. Lessing, Nathan der Weise.
- In Spanish . . . Cervantes, Don Quixote, cap. xv. to xxx., both inclusive, or Moratin, El Si de las Ninas.
- In Italian . . . Manzoni's I Promessi Sposi, cap. i. to viii., both inclusive, or Tasso's Gerusalemme, 4, 5, and 6 cantos; and Volpe's Eton Italian Grammar.

With reference to the subjects numbered 9, each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following Towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the Judges' Orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the examination, of the language in which they propose to be examined, the place at which they wish to be examined, and their age and place of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Easter Term, 1869.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

CHARLES JAMES GARBUIT, who served his clerkship to Mr. John Alderton Bush, of Newcastle-upon-Tyne; and John Scott, of 60, King William-street, London.

HENRY TEBBS, who served his clerkship to Messrs. Whyley & Piper, of Bedford; and Messrs. Anderson & Stanford, of London.

ARTHUR WILLIAMS, who served his clerkship to Mr. William Hunt, of Nottingham.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Garbutt, the prize of the Honourable Society of Clifford's-inn.

To Mr. Tebbs, the prize of the Honourable Society of New-inn.

To Mr. Williams, a prize of the Incorporated Law Society.

The examiners also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

WALTER SCOTT BLAKE, who served his clerkship to Mr. Frederick Blake, of Newport, Isle of Wight; and Messrs. Cunliffe & Beaumont, of London.

HENRY WRIGHT BOSWORTH, who served his clerkship to Mr. William John Woolley, of Loughborough; and Messrs. Williamson, Hill, & Co., of London.

HERBERT JOHN GRIFFIN, who served his clerkship to Messrs. Whitcombe & Son, of Gloucester; and Messrs. Meredith, Meredith, & Roberts, of London.

MORRIS PATERSON JONES, who served his clerkship to Messrs. Jones & Paterson, of Liverpool; and Mr. Worthington Evans, of London.

FREDERICK FITZ PAYNE, who served his clerkship to Messrs. Clark & Payne, of Tiverton.

The council have accordingly awarded them certificates of merit.

The number of candidates examined in this term was 81; of these 64 passed and 17 were postponed.

The Town Council of Leeds are about to take steps to procure the appointment by Government of a stipendiary magistrate for that borough.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Trinity Term, 1869.

[The clerks' names appear in small capitals, and the attorneys to whom article or assigned follow in ordinary type.]

- BATESON, ANDREW MALCOLM.—John Fisher, Masham.
- EASTHAM, WILLIAM.—John Eastham, Clitheroe.
- HARVEY, FRANK JACOB.—Briscoe Hooper, Torquay.
- KENNEDY, CHARLES.—Edward Henry Collis, Birmingham.
- LIND, CHARLES HENRY.—John Guscotte, 19, Essex-street Strand.

Trinity Vacation, 1869, pursuant to Judge's Order.

- GRAY, FREDERIC JOHN.—William Grange, Great Grimby; Edmund Bryme, Whitehall-place.

The last day of Trinity Term, 1869.

- BLAKE, CHARLES.—Harry John Davis, Newport; George Blakey, Newport; William James Lloyd, Newport.
- BULLER, WILLIAM TEMPLER.—Henry Augustus Templer, Bridport.

- COLLINS, JAMES DUFFA.—James Bowker, 6, Bedford-row.
- COMINS, THOMAS MELHUISE, jun.—Thomas Melhuise, sen. Witheridge.

- DAVIDSON, JAMES HENRY.—Septimus Davidson, 22, Basinghall-street.

- EDWARDS, EDMUND GEORGE.—Edmund Butler Edwards, Pontypool.

- FUNSTON, JAMES.—Henry Webster, 10, Basinghall-street; George Edward East, 3, Sion College-gardens.

- GREENING, JOSEPH ROBERT.—John Severn Bennett, 37, & 38 Mark-lane.

- HEELIS, JOHN ALCOCK.—Edward Waugh, Cockermonth.
- JACKSON, HENRY JAMES.—Henry Hall, jun., Ashton-under-Lyne.

- LUCAS, LIONEL RICHARD, jun.—William Allison, Louth.
- MORGAN, WILLIAM.—John Parry Jones, Denbigh; George Kenrick, 10, King William-street.

- PAYNE, WILLIAM GRIFFIN.—Samuel Martin Beale, Worcester.

- RENDELL, WILLIAM FRANCIS.—Robert Francis, Newton Abbot.

- SAMPSON, JOSEPH.—John Lamb, Manchester.

- WILLIAMS, DAVID THEODORE, B.A.—Edward Scott, Wigan; Edward Scott, Wigan.

[For previous names see p. 507 ante.]

NOTICES OF APPLICATIONS TO BE RE-ADMITTED.

Trinity Term, 1869.

- Evans, John, Wrexham.
- Leigh, Alfred, Baguley, near Manchester.

NOTICES OF APPLICATIONS TO TAKE OUT OR RENEW ATTORNEYS CERTIFICATES.

14th June, 1869.

- Andrews, James Hadfield, 59, Maitland Park-road, Haverstock-hill.

- Buckingham, William Fletcher, Croydon; 3, Abingdon-villas, Kensington; Congleton (for 24th May)

- Crickmore, William Brockdish, Norfolk.
- Eley, John, 22, Central-avenue, Oxford-market; 11, Newport-court, Newport-market; 329, High Holborn; 13, Took's-court.

- Knocker, William Wheatley, Sevenoaks; Anerley; Upper Norwood; Dover (for 31st May).

- Messiter, Frederic, Aston; Birmingham.
- Morris William Hughes, Carmarthen; 11, Maddox-street.

- Nelson, John, Wath-upon-Dearne.
- Newington, George, Goudhurst; Catford-bridge.

- Openshaw, James, Manchester.
- Symonds, Joseph Hargrave, Tottenham; Lower Edmonton.

PUBLIC COMPANIES.

LAST QUOTATION, May 28, 1869.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 93½	Annuities, April, '85, 11 15-16
Ditto for Account, July, 92½ xd	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000. — per Ct. par
New 3 per Cent., 92½	Ditto, £500, Do — par
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200. — par
Do. 2½ per Cent., Jan. '94 76	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year)
Annuities, Jan. '90 —	Ditto for Account, 246

INDIAN GOVERNMENT SECURITIES.

India Stk. 10½ p Ct. Apr. 74, 212	Ind. Inf. Pr., 5 p Ct., Jan. '72 105½
Ditto for Account	Ditto, 5½ per Cent., May, '79 110½
Ditto 5 per Cent., July, '80 115	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '83 100½	Do. Do., 5 per Cent., Aug. '73 103½
Ditto, ditto, Certificates,	Do. Bonds, 4 per Ct., £1000 - p m
Ditto Enfacéd Ppr., 4 per Cent.	Ditto, ditto, under £1000, - p m

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	78
Stock	Caledonian	100	76½
Stock	Glasgow and South-Western	100	57
Stock	Great Eastern Ordinary Stock	100	37½
Stock	Do., East Anglian Stock, No. 2	100	—
Stock	Great Northern	100	103½
Stock	Do., A Stock*	100	107
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	49½
Stock	Do., West Midland—Oxford	100	27
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	123
Stock	London, Brighton, and South Coast	100	45½
Stock	London, Chatham, and Dover	100	16½
Stock	London and North-Western	100	117
Stock	London and South-Western	100	89
Stock	Manchester, Sheffield, and Lincoln	100	54½ x n
Stock	Metropolitan	100	98½
Stock	Midland	100	113½
Stock	Do., Birmingham and Derby	100	82
Stock	North British	100	34½
Stock	North London	100	119
Stock	North Staffordshire	100	56
Stock	South Devon	100	41
Stock	South-Eastern	100	73½
Stock	Taff Vale	100	150

* A receivee no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Throughout the early part of the week favourable foreign advices, coupled with a light discount demand, caused the funds to move steadily upwards. Subsequently a fall in the Paris Bourse occasioned a reaction, which, however, was followed by a speedy recovery. Railway investments have been in somewhat active demand this week, and it is stated that the Metropolitan directors will take measures to submit the accounts of their company to strict investigation by professional accountants, in order to check the systematic gambling in their stocks. Foreign securities have been pretty firm, but are not so strong as they commenced.

At the annual meeting of the Queen Insurance Company, held on Thursday, the report for 1868 was adopted. It stated that in the life branch 565 policies had been completed and issued during the year, insuring £285,246, and yielding in new premiums £6,697, while 69 per cent. of the net premiums had been added to the life fund, increasing it to £110,153. In the fire branch the net premiums for 1868 amounted to £122,129; a portion of the balance at the disposal of the shareholders was appropriated in payment of a dividend of 7 per cent.; the fire reserved fund was increased to £80,000; and £3,133 was carried to next year's accounts. A bonus, averaging 40 per cent. of the premiums paid, was declared to holders of ordinary participating life policies.

At the thirteenth annual meeting of the General Life and Fire Assurance Company on Thursday, the report stated that the fire premiums for 1868 were £42,691 0s. 5d.; while the losses were £24,733 1s. 1d. In the life department there had been 958 proposals, of which 813 were accepted for £251,925, producing in new annual premiums £7,290 12s. 1d. The life premiums received were £52,419 14s. 5d., and the total income for the year was £105,649 6s. 5d. The dividend declared was at the rate of 6 per cent. per annum free of income tax.

A sale by auction is announced by Mr. F. I. Sharp in an action in chancery, between Charles Stevens and the Crystal Palace and South London Junction Railway Company, of 1,000 feet of the permanent line or way of the Crystal Palace and South London Junction Railway Company, forming part of the railway-bridge on the Forest Hill-road, in the parish of St. Giles, Camberwell, in the county of Surrey, and containing 2 acres and 34 perches, little more or less, at Garroway's Coffeehouse, Change-alley, Cornhill, on Tuesday, June 1st, 1869, at twelve for one o'clock precisely, pursuant to an order made in the above cause, with the approbation of his Lordship the Master of the Rolls, the judge to whose Court this cause is attached. The solicitors are Mr. Stevens, 35, Bucklersbury, London; Messrs. Maynard, Son, Markby, & Denton, Coleman-street.

The solicitors of Portsmouth and its neighbourhood have organised a society, under the title of the Hampshire and West Sussex Law Society; they have appointed a committee, who recommend that the objects of the society shall be to protect and sustain the interest and character of the legal profession,

and to promote fair and honourable practice; to originate, watch, and discuss, and (if necessary) petition, in relation to measures affecting the legal profession, or producing changes in law; to found and maintain a law library, &c.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ALDERTON—On May 26, at Lincoln Villa, Western-road, Ealing, the wife of Thos. H. Alderton, Esq., Solicitor, 97, Edgware-road, of a son. DRAKE—On May 6, at Port Antonio, Jamaica, the wife of Henry Drake, Esq., District Judge, of a daughter. HOPWOOD—On May 23, the wife of James Thomas Hopwood, Esq., Barrister-at-Law, of Lincoln's-inn, of a daughter. MILLER—On May 25, at Clonard, Watford, the wife of Alexander Edward Miller, Esq., Barrister-at-Law, of a daughter. PAIN—On May 22, at 1, Argyl-road, Kensington, the wife of Thomas Pain, Esq., Barrister-at-Law, of Lincoln's-inn, of a son.

MARRIAGES.

WEBB—PERHAM—On May 20, at Wington Church, William, son of the late Edward Webb, Esq., Solicitor, Bath, to Louisa Sylvia, daughter of the late John Isaac Perham, Esq., Solicitor, Red-hill, Wington.

DEATHS.

BURMESTER—On May 20, at Weston Lodge, Ross, Herefordshire, Charles Burmester, Esq., Barrister-at-Law. SMITH—On May 26, at his residence, Hyde Vale, Blackheath, Robert E. Smith, Esq., Solicitor, of the firm of Smith, Fawdon, & Low, 12, Broad-street, Cheapside, E.C., aged 48. WALSH—At South Lambeth, J. W. Walsh, Esq., Solicitor, aged 52.

BREAKFAST.—EPPS'S COCOA.—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The "Civil Service Gazette" remarks:—"The singular success which Mr. Epps attained by his homoeopathic preparation of cocoa has never been surpassed by any experimentalist. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold by the trade only in 4lb., 1lb., and 1lb. tin-lined packets, labelled—JAMES EPPS & Co., Homoeopathic Chemists, London.—[Advz.]

ESTATE EXCHANGE REPORT.

AT THE MART.

May 20.—By Mr. HILLIARD. Freehold, Brick House Farm, situated on the Chelmsford and Ongar-road, Essex, comprising a messuage, farm homestead, and 55a 3r 3p of land—Sold £2,600.

By Mr. FEASE.

Leasehold, improved ground rent of £10 per annum (for 95 years), secured on the Sir Christopher Wren, Latimer-road, Notting-hill—Sold £195. Absolute reversion to £350 sterling, receivable on the death of a lady aged 65 years and a gentleman aged 70 years—Sold, subject to a mortgage of £50, £115.

Leasehold, business premises, No. 133, Camberwell-road; term, 21 years unexpired at £34 per annum—Sold £60.

Leasehold, 3 residences, Nos. 11, 12, and 13, Holland-villas-road, Kensington, let at £110 per annum each; term, 83 years unexpired, at 5s. each per annum—Sold £6,580.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, May 21, 1869.

LIMITED IN CHANCERY.

Newmarket Hotels Company (Limited).—Petition for winding up, presented May 18, directed to be heard before the Master of the Rolls on May 29. Aldridge & Thorpe, Bedford-row, for Kitcheners & Fenn, Newmarket, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

North Kent Railway Extension Railway Company.—Petition for winding up, presented May 3, directed to be heard before Vice-Chancellor James on May 29. Webb, Gresham-st, solicitor for the petitioners.

TUESDAY, May 25, 1869.

LIMITED IN CHANCERY.

Aboarders Merthyr Steam Coal Company (Limited).—Vice-Chancellor Malins has appointed Henry Dever, of 4, Lothbury, official liquidator.

South-Eastern of Portugal Railway Company (Limited).—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to John Ball, of 3, Moorgate-st. Friday, July 23, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 21, 1869.

Alty, Wm, Georgetown, Dememara, Merchant. Sept 6. Alty & Alty, County Palatine of Lancaster. Registrar's Office, Lpool.

TUESDAY, May 25, 1869.

Bordean Estate, Petersfield, Hants. June 5. Justice & Payne, V.C. Malins. Lewis, Cheapside.

Bowyer, Jas, Peterchurch, Hereford, Stonemason. June 25. Bowyer & Bowyer, V.C. Stuart. Games, Hay.

Kay, Saml. Monks Copenhall, Chester, Carter. [June 19. Poole v Kay, V.C. Stuart. Bent, Winsford.
Mortimer, Wm, Thornhill-rd, Barnsbury, Victualler. July 1. Quincey v Mortimer, V.C. Stuart. Marineau & Reid, Raymond-buildings, Gray's-inn.
Trust Estate. June 21. Field v Wilkinson, M. R. Stevens & Co, Nicholas-lane.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 21, 1869.

Almond, Emma, Margate, Kent, Widow. June 30. Holland, Bedford-row.
Baker, Geo, Worthy-farm, Somersct, Yeoman. Aug 2. Nalder, Shepton Mallet.
Ball, Eliza, Portsdown-rd, Maida Vale, Spinster. July 20. Burgoynes & Co, Oxford-st.
Dunnage, Wm, Surbiton, Surrey, Esq. July 1. Evans, Lincoln's-inn-fields.
Ely, Danl, Conford, Essex, Miller. July 1. Beaumont, Gt Coggeshall, Essex.
Frere, John, Whitechurch, Southampton, Esq. June 30. Lott, Gt George-st, Westminster.
Loxley, Thos, Sheffield, Joiner. July 1. Webster, Sheffield.
Marshall, John, Leeds, out of business. July 1. Upton, Leeds.
McKee, Chambers, Newcastle-under-Lyme, Stafford, Gent. July 19. Harding, Newcastle-under-Lyme.
Ollife, Sir Joseph Francis, Paris, M.D. July 1. Evans, Lincoln's-inn-fields.
Potter, John, Terrington, York, Gent. June 30. Robinson, Easing-wold.
Seaward, Wm, Medburn-st, Pancras, Gent. July 24. Marchant, Deptford.
Surmon, Hy, Isledon-rd, Hornsey-rd, Gent. July 10. Haycock, College-hill.
Thomas, Thos, Addison-ter, Kensington, Gent. July 1. Haycock, College-hill.
Wasson, Wm, Piccadilly. July 3. Haycock, College-hill.
White, Mary, Leicester, Spinster. July 31. Harris, Leicester.

TUESDAY, May 25, 1869.

Bennett, John Severn, Mark-lane, Solicitor. Aug 1. Longden, Mark-lane.
Broad, John, Handsworth, Stafford, Metal Broker. July 5. Gore, Melksham.
Calthorpe, Hon Frances Elis Gough, Chesam-pl. July 1. Whately & Whately, Birm.
Chawner, Edward Hore, Newton Valance, Southampton, Esq. Aug 1. Wright, Fenchurch-st.
Clayton, Emma, Wakefield, York. July 1. Lanson & Banks, Wakefield.
Clowes, Saml, Heaton, Staffordshire, Gent. July 3. Challinor & Co, Leek.
Dew, Roderick, Whitney-st, Hereford, Capt H.M.S. Northumberland. July 1. Rogers & Co, Jersey-st, St James's.
Dryden, Consett, Cleveland, York, Esq. June 18. Weatherill & Lloyd, Gisbro'.
Dulling, Wm, Surbiton, Licensed Victualler. June 24. Fuller, Hat-ton-garden.
Earp, Ann, Wolverhampton, Stafford, Widow. July 20. Gough, Wolverhampton.
Eason, Saml, Southport, Lancaster, Gent. June 30. Evans & Lockett, Lpool.
Goodman, Wm Richd, King's-sq, Goswell-rd, Timber Merchant. June 24. Ingle & Co, Threadneedle St.
Gorfenkie, Jacob, Lpool, Importer of Sponge. July 31. Robotham, Derby.
Hall, Charlotte, Smithes, York, Widow. June 21. Hamer, Barnsley.
Harrison, Thos, Ware, Hertford, Publican. June 30. Spence & Hawks, Hertford.
Lascelles, Wm, Clifford's-inn, Esq, Barrister-at-law. June 30. Kearsay, Old Jewry.
Law, John, West Melton, York, Coal Master. Aug 1. Nicholson & Co. Lutman, John, Portsea, Southampton, Tallow Chandler. July 1. Pearce & Marshal, Portsea.
McGregor, John, Bristol, Draper. July 24. King & Plumber, Bristol.
McRitchie, Upper Grovenor-st, Grovenor-sq. July 7. Day, Queen-st, May Fair.
Noble, Geo, Headingley, Leeds, Esq. July 22. Payne & Co, Leeds.
Quiney, Richd, West-hill, Sydenham, Esq. July 21. Thomas & Hol-lams, Mincing-lane.
Simmons, Elis, Tunbridge Wells, Kent. Aug 1. Livett, Bristol.
Sower, John, Bliston, Stafford, Gent. July 20. Gough, Wolverhampton.
Whitaker, Wm, Keighley, York, Husbandman. Aug 22. Weather-head & Burr, Keighley.

Orders registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 21, 1869.

Anderson, Alex, Bythorne-ter, Bristol, Agent. April 5. Asst. Reg May 19.
Baldwin, Wm, Catherham, Surrey, Builder. May 10. Comp. Reg May 21.
Beresford, Chas, Buxton, Derby, Wine Merchant. April 21. Asst. Reg May 21.
Bill, Lewis, Clarendon-rd, Notting-hill, Hosier. April 23. Comp. Reg May 20.
Bottomley, Wm, Shelf, nr Halifax, York, Worsted Manufacturer. April 23. Asst. Reg May 19.
Bristol, Geo Hy, Kingston-upon-Hull, Cab Proprietor. April 26. Comp. Reg May 20.
Bridgen, John, Ryde, Isle of Wight, Clothier. March 23. Comp. Reg May 19.
Camroux, Ferdinand Ferguson, Deptford, Kent, Boiler Maker. May 19. Comp. Reg May 20.
Cooper, John, Burghfield, Berks, Miller. April 29. Comp. Reg May 20.

Crampton, Elis Penney, Smethwick, Stafford, Innkeeper. May 12. Comp. Reg May 20.
Crosley, John, jun, Halifax, York, Woolstapler. April 21. Asst. Reg May 19.
Davies, Wm, Neath, Glamorgan, Saddler. April 20. Asst. Reg May 18.
Eastwood, Robt Goodwin, Dukinfield, Chester, Grocer. May 14. Comp. Reg May 20.
Evans, Robt, Lillington-st, Pimlico, Builder. April 23. Comp. Reg May 20.
Follows, Edwd, Manch, Comm Agent. April 14. Comp. Reg May 19.
Ford, Thos Paul, Gt Yarmouth, Norfolk, Printer. May 8. Comp. Reg May 20.
Goldman, Michael, Partridge-st, Gravel-lane, Houndsditch, Dealer in Wearing Apparel. May 14. Comp. Reg May 21.
Halkett, Patrick, Mincing-lane, Merchant. April 20. Comp. Reg May 20.
Hope, Wm, Kingston-upon-Hull, Provision Merchant. April 15. Comp. Reg May 20.
Hyde, Edmund, Cheltenham, Gloucester, Butcher. May 13. Comp. Reg May 20.
Kenward, Thos Edwd, Battle, Sussex, Draper. April 20. Comp. Reg May 18.
Knight, Danl, Newcastle-under-Lyme, Stafford, Grocer. April 6. Asst. Reg May 20.
Machin, Alfred, Hanley, Stafford, Innkeeper. March 20. Asst. Reg May 19.
Moore, Wm, Havant, Hants, Boot Manufacturer. April 23. Asst. Reg May 19.
Morphey, Hy, & Michael Smith, Oxford-st, Clothiers. April 9. Asst. Reg May 18.
Parker, John, Uttoxeter, Stafford, General Dealer in Hardwares. April 30. Asst. Reg May 19.
Paschen, Fredk Wm, Manch, Adalbert Dittmer, & Conrad Gustay Paschen, Mexico, Merchants. May 17. Comp. Reg May 21.
Paterson, Thos Willis, Cotton-end, Warwick, Grocer. April 22. Asst. Reg May 20.
Pearce, Richd, Portsmouth, Baker. May 18. Comp. Reg May 19.
Perry, Wm, East Molesey, Boot Manufacturer. May 4. Comp. Reg May 19.
Philpot, John Adolphus, Huntsworth-ter, Portman Market, Cheesemonger. April 27. Comp. Reg May 17.
Rattenbury, Jas, Landport, Haits, Draper. April 23. Comp. Reg May 20.
Reeves, Hy, Gt Chapel-st, Westminster, Grocer. May 4. Asst. Reg May 19.
Reeves, Chas Hy, Birm, Tube Manufacturer. April 23. Asst. Reg May 20.
Reeves, Nelson, Hastings, Sussex, Upholsterer. April 23. Asst. Reg May 18.
Roberts, John, Brierley-hill, Stafford, Timber Merchant. May 10. Comp. Reg May 18.
Robinson, Wm, Titchmarsh, Northampton, Grocer. April 20. Asst. Reg May 20.
Robinson, Jabez, Huddersfield, York, Yarn Spinner. April 26. Asst. Reg May 20.
Rouch, Wm Alberto, Stony Stratford, Buckingham, Grocer. May 5. Comp. Reg May 21.
Slater, Thos Asholt, Halifax, York, Damask Manufacturer. April 26. Asst. Reg May 21.
Tarbotton, Wm, Bradford, York, Machine Maker. May 11. Comp. Reg May 21.
Thornley, Saml Dawson, Alfred-st, Bedford-sq, Journalist. May 12. Comp. Reg May 18.
Vale, John, Birm, Picture Maker. April 23. Comp. Reg May 20.
Venus, Geo, Sunderland, Durham, Bacon Factor. April 27. Comp. Reg May 21.
Walton, Benj, West Hartlepool, Durham, Hotel Keeper. April 24. Asst. Reg May 21.
White, Mary, Middlesbrough, York, Innkeeper. April 15. Comp. Reg May 19.
Wilkins, Richd Robert Watkins, Portsea, Southampton, Photographer. May 4. Asst. Reg May 20.
Young, Edwd, Petersfield, Southampton, Grocer. April 10. Comp. Reg May 18.

TUESDAY, May 25, 1869.

Abrahams, Elias, High-st, Notting-mill, Boot Maker. May 13. Comp. Reg May 20.
Adey, Wm, Seymour-st, St Pancras, Tailor. April 30. Comp. Reg May 24.
Ashton, Saml, Vine-st, Minorities, Wine Merchant. May 10. Comp. Reg May 24.
Aspin, Alfred, Bradford, York, Woolstapler. May 7. Comp. Reg May 22.
Barrett, Jas, Buckfastleigh, Devon, Boot Maker. May 19. Comp. Reg May 24.
Birkhead, Thos, Ashton-under-Lyne, Lancaster, Innkeeper. May 14. Comp. Reg May 21.
Booth, Wm Shakespeare, Birm, Venetian Blind Manufacturer. April 30. Comp. Reg May 24.
Cantle, Wm, Southsea, Southampton, Dealer in Hardware. April 26. Comp. Reg May 21.
Cooper, Hy, Bethnal-green-rd, Machinist. May 6. Comp. Reg May 22.
Corner, Chas Thos, Park-rd, Old Ford-rd, Boot Maker. April 29. Asst. Reg May 22.
Drake, Chas Augustus, Ipswich, Suffolk, Surgeon Dentist. May 5. Arrangement. Reg May 21.
Dunning, John, Longham, Dorset, Grocer. May 13. Comp. Reg May 21.
East, Warren, Broughton, Northampton, Draper. May 3. Asst. Reg May 24.
Elder, Alexander, Bush-lane, Cannon-st, West India Merchant. May 10. Comp. Reg May 21.
Farrar, Howarth, Manch, Accountant. May 14. Comp. Reg May 22.

Fearnside, Hy, Ossett, nr Wakefield, York, Munge Dealer. May 10. Asst. Reg May 22.
 Fry, Richd Hy, Loudon, Wilts, Farmer. April 26. Asst. Reg May 24.
 Fry, Fredk, Westfield, Sussex, Farmer. April 23. Asst. Reg May 21.
 Fynn, Hy & Edwd Fynn, Bristol, China Dealer. April 17. Comp. Reg May 24.
 Ginger, Geo, Leicester-rd, New Barnet, Builder. April 21. Inspectorship. Reg May 25.
 Gosnold, Geo, Freshford, Somerset, Draper. May 17. Asst. Reg May 22.
 Hampton, Wm Thos, Birm, Grocer. April 54. Comp. Reg May 21.
 Hargreaves, Lawrence, New Wortley, nr Leeds, Builder. May 11. Comp. Reg May 22.
 Hearn, Francis, Barking, Essex, Plumber. May 1. Comp. Reg May 24.
 Hewlett, Wm, Bristol, Hat Manufacturer. May 6. Comp. Reg May 24.
 Hopkirk, Thos, Sunderland, Durham, Draper. April 17. Asst. Reg May 22.
 Hodgson, Thos, Jas Shaw, & Robt Dent, Wakefield, York, Dyers. April 13. Comp. Reg May 24.
 Howlett, Saml, Mount-pi, Whitechapel, Shop Fitter. May 21. Comp. Reg May 24.
 Hughes, Timothy, Lpool, Cabinet Maker. May 11. Comp. Reg May 22.
 Hiffe, Chas, Birm, Comm Agent. April 20. Comp. Reg May 24.
 Ives, Walter Edmund, Ipswich, Suffolk, Confectioner. May 11. Comp. Reg May 24.
 Kendall, Wm Jackson, Chatham, Kent, Boot Maker. May 4. Comp. Reg May 24.
 Lauber, Charlotte, & Mary Lauber, Clapham-rise, Ladies' Seminary. April 22. Comp. Reg May 21.
 McPherson, John, Falcon-st, Aldersgate-st, Manufacturer. April 26. Comp. Reg May 22.
 Mundell, Fredk Chas, Birkdale, Lancaster, Contractor. May 10. Asst. Reg May 20.
 Penney, Wm Scaley, Middlesbrough, York, Comm Agent. April 27. Asst. Reg May 24.
 Ritherdon, Chas Talbot, Limes-villas, Lewisham, Gent. April 23. Asst. Reg May 21.
 Saunders, Walter, Worthing, Sussex, Jeweller. April 29. Comp. Reg May 22.
 Scarr, Bethell, Bowser, Kingston-upon-Hull, Boat Builder. May 18. Comp. Reg May 21.
 Sedgwick, Thos Wm, Mount-st, Grosvenor-sq, Italian Warehouseman. May 22. Comp. Reg May 22.
 Smith, Eliz, Crawley, nr Winchester, Southampton, Spinster. April 24. Comp. Reg May 22.
 Smith, Richd, Ramsey, Hants, Draper. May 1. Comp. Reg May 21.
 Statham, Wm Edwd, Strand, Chemist. April 15. Comp. Reg May 21.
 Tiffin, Wm & Wm Losh Tiffin, Lpool, Joiners. April 29. Comp. Reg May 24.
 Treve, Chas Hy, Elliott-rd, Brixton, Builder. April 30. Comp. Reg May 21.
 Walder, Saml, Murcham, Sussex, Draper. April 26. Comp. Reg May 22.
 Ward, Mary, Durham, Dealer in Fancy Goods. May 4. Asst. Reg May 24.
 Wilman, Robt, & Geo Wilman, Dewsbury, York, Wine Merchants. April 19. Comp. Reg May 21.
 Worrall, John, Baker, Lpool, Hatter. May 4. Comp. Reg May 24.
 Wright, Robt Wm, Tokenhouse-yard, Glass Merchant. May 1. Comp. Reg May 24.
 Wright, Geo, & John Wright, Skipton, York, Farmers. April 21. Asst. Reg May 24.
 Youds, Jas Ramsbottom, Lpool. May 8. Comp. Reg May 24.

Bankrupts.

FRIDAY, May 21, 1869.
 To Surrender in London.

Bell, Mary Ann, Queen-st, Edgware-rd, out of business. Pet May 15. Pepps. June 4 at 2. Plimsall, South-sq, Gray's-inn.
 Belliss, Wm, Painter, Martin's-lane, Cannon-st, Accountant. Pet May 13. June 2 at 2. Head & Coode, Mark-lane.
 Blake, Jas, Wheeler-st, Commercial-st, Shoreditch, Gasfitter. Pet May 18. June 7 at 12. Dobbs, Gresham-st.
 Bromhead, Hy, St Alban's-rd, Kensington, Baker. Pet May 13. June 2 at 1. Tailam & Co, Lincoln's-inn-fields.
 Bruton, Fredk, Tavistock-st, Covent-garden, Warehouseman. Pet May 19. Pepps. June 10 at 1. Cooke, Gresham-bldgs.
 Coleman, Stephen Saml, St Alban's-rd, Kensington, no occupation. Pet May 15. Pepps. June 10 at 12. Coleman, Royal-pi, Greenwich.
 Coleman, Wm Warman, Prisoner for Debt, Kent. Pet May 18. Roche June 2 at 11. Buchanan, Basinghall-st.
 Cook, Edwd John, Witham, Essex, Auctioneer. Pet May 17. Murray. June 7 at 12. Digby & Son, Lincoln's-inn-fields.
 Combes, Robt, Prisoner for Debt, London. Pet May 19. Murray. June 7 at 1. Mathews & Co, Leadenhall-st.
 Doe, Alfred Garnett, South Molton-st, Grosvenor-sq, out of business. Pet May 19. June 7 at 12. Lewis & Co, Basinghall-st.
 Douglas, Binny, Devonshire-ter, Notting-hill, no occupation. Pet May 17. June 7 at 11. Linklaters & Co, Walbrook.
 Foster, Gustavus, Norton Folgate, Licensed Victualler. Pet May 7. June 7 at 1. Loxley & Morley, Cheap-side.
 Gill, Wm, Talbot-rd, Baywater, Barrister-at-Law. Pet May 18. 1 Murray. June 7 at 12. Linklaters & Co, Walbrook.
 Greenley, Fras Lamburn, Harrowgate-rd, South Hackney, out of business. Pet May 17. Murray. June 7 at 12. Alcock, Queen-st, Brompton.
 Hignell, Joseph Hy, Spencer's-rd, Kensal-town, Oilman. Pet May 19. Murray. June 7 at 1. Lewis & Sons, Wilmington-sq.
 Hill, Mary, Prisoner for Debt, London. Pet May 18 (for pau). Pepps. June 10 at 12. Kimberley, Soots-yard, Bush-lane.
 Hillyard, Martin, Alpha-ter, Hornsey, Balder. Pet May 18. Murray. June 7 at 12. Hicks, Francis-ter, Hackney Wick.

Huntley, John, Palmerston-rd, Acton, Bricklayer. Pet May 17. Pepps. June 4 at 2. Drake, Basinghall-st.
 Lee, Alfred, Stamford-st, Blackfriars, Musician. Pet May 19. June 7 at 1. Easton, Clifford's-inn.
 Martin, John Ebenezer, Dover, Corn Salesman. Pet May 13. Pepps. June 4 at 12. Minter, Dover.
 Tarlington, Geo, Prisoner for Debt, London. Pet May 18 (for pau). Murray. June 7 at 1. Watson, Basinghall-st.
 Williams, Wm Hy, Ramsgate, Kent, Fisherman. Pet May 19. Murray. June 7 at 1. Newman, Bucklersbury.
 Wright, John, Davies-st, Berkeley-sq, Journeyman Carpenter. Pet May 17. Pepps. June 7 at 11. Roberts, Clement's-inn, Strand.
 Ziegler, Justus, Gloucester-rd, Cassland-rd, South Hackney, Baker. Pet May 18. Murray. June 7 at 12. Dobbs, Gresham-st.

To Surrender in the Country.

Anderson, Isaac Eeles, Leacrch, York, Saddler. Pet May 18. Marshall. Leeds. June 3 at 12. Horstall & Latimer, Leeds.
 Andrews, Isaac, Warrington, Lancaster, Baker. Pet May 10. Nicholson. Warrington. June 3 at 11. Moore, Warrington.
 Ashmore, John, Derby, Butcher. Pet May 10. Weller. Derby. June 9 at 12. Briggs, Derby.
 Baldwin, Jas, Prisoner for Debt, Lancaster. Adj May 13. Lpool, June 4 at 12.
 Bibby, Joseph, Warrington, Lancaster, Provision Dealer. Pet May 17. Nicholson. Warrington. June 3 at 11. Bretherton, Warrington.
 Bird, Jas Thos, Prisoner for Debt, Gloucester. Adj April 10. Wilton. Gloucester. June 5 at 12.
 Blackshaw, Wm, Prisoner for Debt, Walton. Adj May 17. Lpool, June 9 at 12.
 Brecknell, Joseph, Wolverhampton, Stafford, Watchmaker. Pet May 19. Brown. Wolverhampton, May 31 at 12. Ward, Wolverhampton.
 Clarke, Thos, Prisoner for Debt, Walton. Adj May 17. Lpool, June 9 at 11.
 Cole, Henri Cardini, Lpool, Professor of Music. Pet May 15. Hime. Lpool, June 3 at 2. Nordon, Lpool.
 Coles, Martin Thos, Oxford, out of business. Pet May 13. Dudley. Oxford, June 3 at 10. Edwards, Bush-lane.
 Dillon, Thos, Everton, Lancaster, out of business. Pet May 14. Hime. Lpool, June 1 at 2. Willocks, Lpool.
 Due, Jas, Gt Yarmouth, Norfolk, Bricklayer. Pet May 9. Chamberlin. Gt Yarmouth, June 7 at 12. Costerson, Gt Yarmouth.
 Eales, John, West Haddon, Northampton, Baker. Pet May 17. Willoughby, Darenty, June 2 at 10. Hoche, Darenty.
 Edgar, John, Rethin, Denbigh, Grocer. Pet May 15. Edwards. Rethin, June 2 at 11. Louis, Rethin.
 Everard, Robt, Keymer, Sussex, Butcher. Pet May 11. Wough. Cuckfield, May 26 at 11. Mills, Brighton.
 Fann, John Wm, Gt Grimsby, Merchant's Clerk. Pet April 28. Grimsby, June 4 at 11. Haddesley, Grimsby.
 Featherston, Geo, Stockton-on-Tees, Durham, out of business. Pet May 19. Crosby. Stockton-on-Tees, June 2 at 11. Clayhills, Darlington.
 Fletcher, Hy, Prisoner for Debt, Derby. Pet May 8 (for pau). Weller. Derby, June 9 at 12. Smith, Derby.
 Frudd, John, Barnsley, York, Grocer. Pet May 14. Bury. Barnsley, June 3 at 12. Freeman, Huddersfield.
 Gidden, Richd Oxlade, Southampton, Shoe Maker. Pet May 19. Thorndike. Southampton, June 4 at 12. Mackey, Southampton.
 Green, Jas, Portmadoc, Carnarvon, Joiner. Pet May 17. Jones. Portmadoc, June 3 at 11. Williams, Dolgelly.
 Hardwick, Joseph, Leeds, Boot Maker. Pet May 20. Leeds, June 7 at 11. Harle, Leeds.
 Harrison, Wm, Howden, York, Boot Maker. Pet May 18. Leeds, June 9 at 12. Hinde, Howden; 7 Tempest, Leeds.
 Hemmings, Geo, Gt Fenton, Stafford, Tin Layer. Pet May 14. Keary. Stoke-upon-Trent, June 5 at 11. Stevenson, Stoke-upon-Trent.
 Holden, Thos, Oldham, Lancaster, Licensed Victualler. Pet May 17. Macrae, Manoh, June 4 at 11. Blackburn, Oldham; Smith & Boyer, Manoh.
 Hughes, Hugh, Brynmynan, Conway, Denbigh, Farmer. Pet May 17. Hughes. Conway, June 7 at 11. Jones, Conway.
 Indoe, Jas, Somerton, Somerset, Seaman. Adj May 15. Warren. Langport, June 2 at 10. Westlake, Langport.
 Kimm, Thos, Coppice Coseley, Stafford, Iron Plate Manufacturer. Pet May 15. Walker. Dudley, June 4 at 12. Stokes, Dudley.
 Langford, John, Droitwich, Worcester, Hair Dresser. Pet May 18. Tombs. Droitwich, June 21 at 12. Wilson, Worcester.
 Lee, Jas, Meriden, Warwick, Cooper. Pet May 17. Hill. Birm, June 2 at 12. Hodgson & Son, Birm.
 Legge, Wm, Leeds, Joiner. Pet May 17. Leeds, June 7 at 11. Middleton & Son, Leeds.
 Loydall, Edwd Gregory, Naseby, Northampton, Blacksmith. Pet May 18. Wartonaby. Market Harborough, June 8 at 11. Jefferey, Northampton.
 Lucas, Mary Ann, Pool, Cornwall, Grocer. Pet April 12. Peter. Redruth, June 1 at 11. Roskorla, Penzance.
 Manders, Benj John, Prisoner for Debt, Bristol. Adj May 15. Wilde. Bristol, May 31 at 11.
 Moss, Hy, West Derby, nr Lpool, Baker. Pet May 19. Lpool, June 3 at 11. Etty, Lpool.
 Oates, Chas, Boston, Lincoln, Cutler. Pet May 17. Staniland. Boston, June 2 at 10. Wise, Boston.
 Ormsom, Wm, Prisoner for Debt, Walton. Adj May 17. Lpool, June 9 at 12.
 Oxley, Richd, Bolivendon, Kent, Butcher. Pet May 14. Weller. Tentersden, June 2 at 11. Farrar, Cranbrook.
 Oxton, John, Birkenhead, Chester, Beer Retailer. Pet May 18. Wason. Birkenhead, June 1 at 2. Price, Lpool.
 Painter, Hy, Oxford, Butcher. Pet May 13. Dudley. Oxford, June 3 at 10. Edwards, Bush-lane.
 Parrinder, Richd, Walpole St Peter's, Norfolk, Farmer. Adj April 16. Metcalfe. Wisbech, June 11 at 11. Ward, King's Lynn.
 Platt, Saml, Worcester, Fruiterer. Pet May 19. Crisp. Worcester, June 1 at 11. Tree, Worcester.
 Price, Thos, Worcester, Prison Warden. Pet May 19. Crisp. Worcester, June 1 at 11. Clutterback, Worcester.

Rees, David, Pontardawe, Glamorgan, Beerhouse Keeper. Pet May 15. Morgan. Neath, June 1 at 11. Morris, Swansea.
 Simpson, Frank, Nottingham, Photographic Artist. Pet May 19.
 Paschit, Nottingham, June 13 at 10.30. Brown, Nottingham.
 Smith, Thos, Prisoner for Debt, Taunton. Adj May 15. Wilde, Bristol, May 31 at 11.
 Spalding, John, Exeter, Fancy Draper. Pet May 14. Exeter, June 3 at 12. Flood, Exeter.
 Stoton, Isaac, Biggleswade, Bedford, Tailor. Pet May 18. Hooper. Biggleswade, June 2 at 10. Barker, Biggleswade.
 Talbot, Jas, Little Thurlow, Suffolk, Baker. Pet May 10. Jardine. Haverhill, June 4 at 3. Cardinal, Hatfield.
 Thompson, Jas Kendal, Prisoner for Debt, Walton. Adj May 17.
 Lpool, June 4 at 11.
 Tomkinson, Richd, jun, Prisoner for Debt, Lancaster. Adj May 13.
 Rhine. Lpool, June 8 at 2.
 Underhill, Wm, Stourport, Worcester, Cordwainer. Pet May 18. Hill. Birm, June 2 at 12. Corbet, Kidderminster.
 Weston, John, Prisoner for Debt, Cardigan. Adj May 13. Wilde. Bristol, May 31 at 11.
 White, Culmer, Broadstairs, Kent, Boat Builder. Pet May 18. Isaacson. Margate, June 5 at 12. Dorman, Margate.
 Williams, John, Carnarvon, Boot Maker. Pet May 17. Lpool, June 8. at 12. Hughes, Lpool.
 Wright, Hy Fox, Dudley, Worcester, Licensed Victualler. Pet May 10. Hill. Birm, June 2 at 12. James & Griffin, Birm.
 Yates, Thos, Codsall Wood, Stafford, Grocer. Pet May 18. Brown. Wolverhampton, May 31 at 12. Bartlett, Wolverhampton.

To Surrender in London.

TUESDAY, May 25, 1869.

Arnold, Alfred Austin, Malpas-rd, Lewisham, Accountant. Pet May 17. June 7 at 2. Pilsaul, South-sq, Gray's-tnn.
 Brady, Edwd, Prisoner for Debt, Maidstone. Adj May 19. Roche. Maidstone, June 16 at 12.
 Brindley, Mary, Carthusian-st, Charterhouse-sq, Milliner. Pet May 17. Pepps. June 6 at 11. Godfrey, Ironmonger-lane.
 Brooks, John, Oxford-st, Steepy, Tobacconist. Pepps. Pet May 22. June 10 at 2. Chalk, Moorgate-st.
 Charlot, Gustavus Adolphus, Southwark-bridge-rd, Commercial Clerk, Pet May 20. Roche, June 9 at 11. Innes & Son, Leaden-hall-st.
 Clarke, Wm Fras, Prisoner for Debt, London. Pet May 20 (for pau) Brougham, June 7 at 1. Dobie, Gresham-st.
 Collins, John Bright, Cross-st East, Woolwich, Boot Maker. Pet May 20. Roche, June 9 at 11. Godfrey, Hatton-garden.
 Crofts, Wm Fras, Prisoner for Debt, London. Pet May 21 (for pau). Pepps. June 10 at 1. Brown, Basinghall-st.
 Cunningham, Michael John, Prisoner for Debt, Maidstone. Adj May 19. Roche, June 16 at 12.
 Davies, Ann, Regent-sq, Gray's-tnn-rd, Lodging-house Keeper. Pet May 20. Pepps. June 4 at 12. Cooke, Gresham-bldgs.
 Dyer, Saml, Euston-rd, Builder. Pet May 21. Roche. June 9 at 12. Hicks, Francis-ter, Hackney Wick.
 Finch, Richd, Falcon-rd, Battersea, Licensed Victualler. Pet May 17. June 7 at 1. Chester, Newington-batts.
 Friend, Alfred, Prisoner for Debt, London. Pet May 21 (for pau). Brougham, June 9 at 1. Gostley, Bow-st, Covent-garden.
 Gens, Julius, Prisoner for Debt, London. Pet May 20 (for pau). Brougham, June 7 at 2. Gostley, Bow-st, Covent-garden.
 Green, Edwd, Downham Market, Norfolk, Chemist. Pet May 21. Pepps. June 10 at 12. Brook, New-inn, Strand.
 Gundry, Joseph, Prisoner for Debt, Maidstone. Adj May 19. Roche. June 16 at 12.
 Hanrott, Howard Augustus, Bridge-rd, West Battersea, Attorney. Pet May 18. Pepps. June 4 at 12. Kimberley, Scott's-yard, Bush-lane.
 Hare, Wm Dae, Jubilee-st, Mile End-rd, Carpenter. Pet May 20. Pepps. June 10 at 12. Brian, Winchester-house, Old Broad-st.
 Hawgood, Arthur, Farnham, Surrey, out of business. Pet May 21. Roche. June 9 at 11. Westall & Roberts, Leadenhall-st; Champ, Portsea.
 Hustler, Chas Anderson, Prisoner for Debt, London. Adj May 20. Roche, June 16 at 11.
 Jeffries, Hy, Applewash, Hampshire, Baker. Pet May 20. Pepps. June 4 at 11. Godfrey, Hatton-garden.
 Kantner, Joseph & John Chas Werny, Godlman-st, Doctors'-commons, Licensed Victualler. Pet May 15. Pepps. June 11 at 11. Hicks, Strand.
 Keen, Geo, Shirley, Surrey, Journeyman Carpenter. Pet May 21. Pepps. June 10 at 2. Godfrey, Hatton-garden.
 Malmpre, Louis Auguste, Charles-st, Manchester-sq, Modeller. Pet May 21. Pepps. June 10 at 2. Laurance & Co, Old Jewry.
 Meredith, Wm, Prisoner for Debt, London. Adj May 20. Roche. June 16 at 11.
 Mitchell, Hy, Villa-mews, Westbourne-pk, Paddington, Wheelwright. Pet May 20. Roche. June 9 at 11. Barton & Drew, Fore-st, City.
 Moreland, Ebenezer Bell, Liverpool-ter, Ilalington, Manager to a Paper Collar Manufacturer. Pet May 19. Pepps. June 4 at 2. Watson, Basinghall-st.
 Murphy, Patrick, Prisoner for Debt, London. Pet May 20 (for pau) Pepps. June 11 at 11. Gostley, Bow-st, Covent-garden.
 Norris, John East, Gravesend, no occupation. Pet May 20. Murray. June 7 at 1. Lewis & Co, Old Jewry; Tolhurst, Gravesend.
 Paget, Hy Wm, Prisoner for Debt, Lancaster. Adj May 13. June 9 at 1.
 Parker de Morley Myran, Southsea, Hants, Comm Agent. Pet May 20. June 7 at 1. Salaman, St Switbin's-lane.
 Poiza, Harriet, Laurence-rd, Brixton-rd, Boarding-house Keeper. Pet May 21. Roche. June 9 at 11. Marshall, Lincoln's-tnn-lsids.
 Frankie, Richd Geo, Queen's-rd, Barking, Essex, out of business. Pet May 22. Pepps. June 11 at 11. Godfrey, Hatton-garden.
 Rawlinson, Alfred Edwin, Tavistock-st, Covent-garden, Publisher. Pet May 19. Pepps. June 10 at 1. Denny, Coleman-st.
 Rhodes, Arthur Chas, Prisoner for Debt, London. Pet May 19 (for pau). Pepps. June 4 at 11. Kimberley, Scott's-yard, Bush-lane, Cannon-st.
 Ross, Jas, Prisoner for Debt, Maidstone. Adj May 19. Roche. Maidstone, June 16 at 12.

Saunders, Geo, Hoxton-sq, Old-st-rd, Shoreditch, Boot Manufacturer. Pet May 21. Roche. June 9 at 12. Kynaston & Gasquet, King's-Arms-yard, Moorgate-st.
 Sawyer, John Thos, Portsea, Southampton, Baker. Pet May 17. Pepps. June 4 at 12. Westall & Co, Leadenhall-st; Champ, Portsea.
 Scholtes, John, North End, Fulham, Builder. Adj April 9. Brougham. June 9 at 1. Woodward, Fenchurch-st.
 Shaw, Wm, Epsom, Surrey, Mariner. Pet May 23. Roche. June 9 at 12. White, Russell-sq.
 Smith, Robt, Robert's-pl, Commercial-rd, Stepney, Saddler. Pet May 21. Pepps. June 10 at 1. Wood, Basinghall-st.
 Somerset, Chas Bruce Hy, Chapel-rd, Notting-hill, of no occupation. Pet May 21. Pepps. June 10 at 2. Gresham, Basinghall-st.
 Terry, Thos, Prisoner for Debt, London. Adj May 19. Roche. June 16 at 11.
 Walton, John, Manchester-st, Gray's-tnn-rd, Baker. Pet May 18. June 7 at 12. Lea, Furnival's-tnn.
 Webb, Chas, Byron-pl, Harrow, Carpenter. Pet May 21. June 7 at 2. Buntingford, City-lane.
 Westgate, Wm Humphrey, Prisoner for Debt, Norwich. Adj May 18. Roche. Norwich, June 16 at 11.
 Williamson, John Austin, Westminster-bridge-rd, Coal Merchant. Pet May 21. Roche. June 9 at 11. Holmes, Fenchurch-st.

To Surrender in the Country.

Bell, John, Richmond, York, Watchmaker. Pet May 20. Tomlin. Richmond, May 28 at 10. Teale, Leyburn.
 Blizard, Alfred Hy, Bristol, Auctioneer. Pet May 21. Harley. Bristol, June 4 at 12. Benson & Elliotts, Bristol.
 Brown, Hy, Doncaster, York, Saddler. Pet May 23. Leeds, June 16 at 12. Tattershall, Sheffield.
 Close, Edwin, Sheffield, Hosier. Pet May 20. Rodgers. Sheffield, June 9 at 1. Binney & Son, Sheffield.
 Codd, Chas Robinson, Kingston-upon-Hull, Attorney-at-Law. Pet May 21. Leeds, June 9 at 12. Sammers, Hull.
 Cousins, Hy, Godalming, Surrey, Butcher. Pet May 20. Bridger. Godalming, June 7 at 3. Geach, Guilford.
 Dalby, Wm, Barrow-upon-Soar, Leicester, Journeyman Joiner. Pet May 21. Brock, Loughborough, June 7 at 10. Goode, Loughborough.
 Daubney, Wm, Sheffield, Wheelwright. Pet May 18. Wake. Sheffield, June 9 at 1. Micklethwaite, Sheffield.
 Dudley, Hy, Birm, Furniture Dealer. Pet May 19. Guest. Birm, June 10 at 10. Duke, Birm.
 Dunkerley, Wm, Ashton-under-Lyne, Lancaster, Machinist. Pet May 20. Fardell, Manch, June 9 at 12. Sutton & Elliott, Manch.
 Fear, Wm John Pitt, Wolverhampton, Stafford, out of business. Pet May 21. Hill. Birm, June 9 at 12. Green, Wolverhampton.
 Groves, Lemuel Gulliver, Hordle, Southampton, out of business. Pet May 22. Sharp. Lynton, June 15 at 12. Sharp, Christchurch.
 Hollis, Miles Slater, Heaton Norris, Lancaster, Joiner. Pet May 19. Fardell. Manch, June 7 at 11. Burton, Manch.
 Houghton, Jas, jun, Bishops Waltham, Southampton, Dealer in Coals. Pet May 20. Gunner. Bishops Waltham, June 5 at 12. Mackey, Southampton.
 Irish, Benj Geor, Prisoner for Debt, Gloucester. Adj May 12. Wilton. Gloucester, June 5 at 12.
 Jephcoat, Thos, King's-heath, Worcester, out of business. Pet May 20. Tudor. Birm, June 4 at 12. Rowlands, Birm.
 Johnson, John Ragnall, Wolverhampton, Stafford, Steel Tube Manufacturer. Pet May 20. Hill. Birm, June 9 at 12. Thurstans & Cartwright, Wolverhampton; Rowlands, Birm.
 Lane, Fras Abraham, Cheltenham, Gloucester, Grocer. Pet May 20. Gale. Cheltenham, June 8 at 11. Marshall, Cheltenham.
 Lawton, Luke, Longton, Stafford, Coal Master. Pet May 22. Tudor. Birm, June 11 at 12. Litchfield, Newcastle-under-Lyme; James & Griffin, Birm.
 Lawton, Geo, Woistanton, Stafford, Coal Master. Pet May 22. Tudor. Birm, June 11 at 12. Litchfield, Newcastle-under-Lyme; James & Griffin, Birm.
 Mitchell, Edwin, Prisoner for Debt, Walton. Adj May 17. Lpool, June 10 at 11.
 Oliver, Wm, Hartlepool, Durham, Bootmaker. Pet May 21. Child. Hartlepool, June 12 at 11. Young, West Hartlepool.
 Ramsden, Wm, Tyldesley-with-Shackerley, Lancaster, Coal Proprietor. Pet May 14. Macras. Manch, June 4 at 11. Hulton & Lister, Salford; Briggs & Bailey, Bolton-le-Moors.
 Ranger, Saml, Hastings, Sussex, Katang-house-keeper. Pet May 20. Young. Hastings, June 4 at 11. Philbrick, Hastings.
 Roberts, Edwd, Dudley Port, Stafford, Tobacconist. Pet May 20. Walker. Dudley, June 4 at 12. Stokes, Dudley.
 Robinson, Saml, Kingston, Portsea, Southampton, Baker. Pet May 21. Howard. Portsmouth, June 9 at 12. Champ, Portsea.
 Ryder, Chas, Hightown, York, Commercial Traveller. Pet May 20. Nelson. Dewsbury, June 10 at 3. Iveson, Heckmondwike.
 Smith, Fredk, Brotherton, York, Grocer. Pet May 20. Coleman. Fontefract, June 8 at 11. Clough, Fontefract.
 Smith, Barsabas, Sheffield, York, Builder. Pet May 20. Wake. Sheffield, June 9 at 1. Binney & Son, Sheffield.
 Smith, Jas, Westbromwich, Stafford, Licensed Victualler. Pet April 21. Watson. Oldbury, June 10 at 10. Rankin, Westbromwich.
 Smith, Luke Saml, Prisoner for Debt, Warwick. Adj May 20. Hill. Birm, June 9 at 12. James & Griffin, Birm.
 Speck, Hy, Boythorpe, York, Corn Factor. Pet May 24. Leeds, June 9 at 12. Hodgson, Driffield; Simpson, Leeds.
 Spir, Geo, Sheffield, Bootmaker. Pet May 20. Wake. Sheffield, June 9 at 1. Binney & Son, Sheffield.
 Stephens, Benj, Studley, Warwick, Baker. Pet May 20. Jones. Alcester, June 8 at 11. East, Birm.
 Sturkey, Fredk, Dolgar, Montgomery, Farmer. Pet May 20. Newtown, June 11 at 11. Jones, Newtown.
 Warren, Danl, Darlington, Durham, Contractor. Adj Sept 16. Newcastle-upon-Tyne, June 4 at 12. Hoyle, Newcastle-upon-Tyne.
 White, John, Nottingham, Joiner. Pet May 8. Tudor. Birm, June 8 at 11. Richards, Nottingham.
 Wilcox, Richd, Penybryn Wrexham, Denbigh, Innkeeper. Pet May 21. Lpool, June 5 at 12. Jones, Wrexham.

Worster, John Harris, Prisoner for Debt, Aylesbury. Adj May 14.
Kipling, Leighton Buzzard, June 11 at 11. Clarke, Aylesbury.
Young, Claude, Birm. Traveller. Pot May 20. Guest, Birm, June 4
at 10. Coleman, Birm.

BANKRUPTCIES ANNULLED.

FRIDAY, May 21, 1869.

Grand, John, King's-rd, Chelsea, Bootmaker. May 14.
Jackson, John, Kingston-upon-Hull, Tobaccoist. May 5.
Lovekin, Richd, Birm, Timber Merchant. May 18.
Smith, Lewis, Gt Yarmouth, Norfolk, Fishing Merchant. April 29.

TUESDAY, May 25, 1869.

Chappell, Mary, Albion-rd, Hammer-smith, Widow. May 22.
Green, Chas Case, King William-st, Financial Agent. May 24.

GRESHAM LIFE ASSURANCE SOCIETY,
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....
Introduced by (state name and address of solicitor)
Amount required £
Time and mode of repayment (i.e., whether for a term certain, or by annual or other payments)
Security (state shortly the particulars of security, and, if land or buildings, state the net annual income).
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.
By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

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